THE
SARAH
SPITALNICK
FILES

E-FILED; Baltimore County Circuit Court
Docket: 2/26/2024 3:36 PM; Submission: 2/26/2024 3:36 PM
Envelope: 15545101

BLAKE LUCAS HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
LYNNSEY FULLANO,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-21- 005169

LINE OF APPERANCE

Please enter the appearance of Sarah Spitalnick Esq. as counsel for the Plaintiff in the above captioned matter.

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
CPF: 23112901
sarahspitalnickesq@gmail.com
Counsel for Plaintiff

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IN THE CIRCUIT COURT FOR Baltimore County (CC)
(City/County)

CIVIL - DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Justice of the Supreme Court of Maryland pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER C-03-FM-21-005169 (Clerk to insert)

CASE NAME: Blake Lucas Hadel (Plaintiff) vs. Lynnsey Fullano (Defendant)

PARTY'S NAME: PHONE:

PARTY'S ADDRESS:

PARTY'S E-MAIL:

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Sarah Spitalnick PHONE: (484) 332-0454

PARTY'S ATTORNEY'S ADDRESS: 23 Walker Ave Suite 207 Pikesville MD 21208

PARTY'S ATTORNEY'S E-MAIL: sarahspitalnickesq@gmail.com

☐ I am not represented by an attorney

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known:

PLEADING TYPE

New Case: ☐ Original

Existing Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Issues section.

SPECIAL REQUIREMENTS

☐ Spoken Language Interpreter - **Attach form CC-DC-041**

☐ If you require an accommodation for a disability under the Americans with Disabilities Act - **Attach form CC-DC-049**

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No

B. Arbitration ☐ Yes ☐ No

C. Settlement Conference ☐ Yes ☐ No

D. Neutral Evaluation ☐ Yes ☐ No

If no, explain why:

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (*Check one box.*)

Domestic Family
- ☐ Alimony/Spousal Support
- ☐ Annulment
- ☐ Breach
- ☐ Child Support - Private
- ☐ Custody
- ☐ Divorce
- ☐ Emancipation
- ☐ Enforce Foreign Order
- ☐ Family Legal/Medical
- ☐ Paternity/Parentage
- ☐ Recognition as Legal Child
- ☐ Visitation

Agency/IV-D
- ☐ Child Support
- ☐ Paternity/Parentage
- ☐ UIFSA

Adoption
- ☐ Adoption - Independent
- ☐ Adoption - Private Agency

Change of Name
- ☐ Change of Name
  - ☐ Adult
  - ☐ Minor

Independent Proceedings
- ☐ Amend Birth Certificate
- ☐ Change of Sex
- ☐ Correct Death Certificate
- ☐ Declare Deceased
- ☐ Dispose Body
- ☐ Amend Marriage Certificate

Guardianship
- ☐ Guardianship of Adult Person and/or Property
- ☐ Guardianship of Minor Person and/or Property

IF NEW OR EXISTING CASE: ISSUES (Check All that Apply)

- ☐ Adoption
- ☐ Alimony/Spousal Support
  - ☐ Permanent
  - ☐ Rehabilitative
- ☐ Amend Birth Certificate
- ☐ Amend Death Certificate
- ☐ Amend Marriage Certificate
- ☐ Annulment
- ☐ Asset Determination
- ☐ Change of Name
  - ☐ Adult
  - ☐ Minor
- ☐ Change of Name
  - ☐ Adult
  - ☐ Minor
- ☐ Change of Sex
- ☐ Child Support
- ☐ Contempt
- ☐ Court Costs/Fees
- ☒ Custody
- ☐ Declare Deceased
- ☐ Dispose Body
- ☐ Divorce
- ☐ Earnings Withholding
- ☐ Emancipation
- ☐ Enforcement
- ☐ Exceptions
- ☐ Family Legal/Medical
- ☐ Gdnshp of Adult
  - ☐ Person
  - ☐ Property
- ☐ Gdnshp of Minor
  - ☐ Person
  - ☐ Property
  - ☐ Paternity/Parentage
- ☐ Pension Distribution
- ☐ Property Distribution
- ☐ Protective Order
- ☐ Register Foreign Order
- ☐ Restore Former Name
- ☐ Termination of Gdnshp
- ☐ Transaction Review
- ☐ Use and Possession
- ☒ Visitation

ESTIMATED LENGTH OF HEARING

(Case will be tracked accordingly.)

Time estimate for a Merits Hearing: _____Hours 1 _____Days

Time estimate for hearing other than a Merits Hearing: _____Hours 1 _____Days

OTHER MATTERS

IS THIS CASE CONTESTED? ☒ Yes ☐ No If yes, which issues appear to be contested?

- ☐ Ground for divorce
- ☒ Child Custody ☒ Visitation
- ☐ Child Support
- ☐ Alimony ☐ Permanent ☐ Rehabilitative
- ☐ Use and possession of family home and property
- ☐ Marital property issues involving:
  - ☐ Valuation of business ☐ Pensions ☐ Bank account/IRA's ☐ Real Property
  - ☐ Other:_____
- ☐ Paternity
- ☐ Adoption/termination of parental rights
- ☐ Other:_____

Request is made for: ☐ Initial Order ☒ Modification ☐ Contempt ☐ Divorce

For non-custody/visitation issues, do you intend to request:

☐ Court-appointed expert (name field)_____ ☐ Initial conference with the court

☐ Mediation by a court-sponsored settlement program ☐ Other:_____

For custody/visitation issues, do you intend to request:

☒ Mediation by a private mediator ☐ Appointment of counsel to represent child (not just to waive psychiatric privilege)

☐ Evaluation by mental health professional

☐ Other Evaluation_____ ☐ A conference with the court

Is there an allegation of physical or sexual abuse of party or child? ☐ Yes ☐ No

02/20/2024
Date

23112901
Signature of Counsel / Party — Attorney Number

Sarah Spitalnick
Printed Name

23 Walker Ave Suite 207
Address

Pikesville MD 21208
City State Zip Code

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BLAKE LUCAS HADEL,	)	IN THE
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Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
LYNNSEY FULLANO,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-21- 005169

DEFENDANT'S PETITION TO MODIFY CHILD CUSTODY

COMES NOW, the Plaintiff, BLAKE HADEL (hereinafter "Defendant" or "Father") by and through his attorney, Sarah Spitalnick Esq. herby files this Petition for Modification of Custody (hereinafter "Petition") and in support thereof states:

1. That this Court has jurisdiction over this case pursuant to the *Family Law Article* of the Maryland Annotated Code.
2. That this Court has venue over this case pursuant to the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code.
3. That the Plaintiff is a resident of Baltimore County, where he has resided for more than six (6) months prior to the filing of this Petition.
4. That BLAKE HADEL and LYNSSEY FULLANO (hereinafter "Defendant" or "Mother") are the biological parents of one (1) child, namely Tate Joseph Fullano (hereinafter "Minor Child"), born in January of 2020.
5. That the Plaintiff filed a Complaint for Custody in the above captioned matter on October 4, 2021. *See* Docket Entry 1.
6. On August 24, 2022, the parties signed a Joint Consent Order, which was in cooperated into the Custody and Child Support Order filed on August 24, 2022. In the Petition, which is incorporated by reference, pursuant to Md. Rule 2-303(d)

7. The August 24, 2022, the Order, which is incorporated by reference, pursuant to Md. Rule 2-303(d), gave Defendant Sole Legal Custody and Primary Physical Custody of the minor child and the minor child's principal residence shall be with the Defendant. It was ordered that Plaintiff have visitation and access to the minor child and pay child support in the amount of $350.00.

Child Custody

Procedural History

8. Plaintiff was only put on notice that the Minor Child was born months after the Minor Child was born.
9. After Plaintiff met the Minor Child, Defendant stated that she did not notify the Plaintiff that she was pregnant or immediately after the birth of the Minor Child because she was unsure of the paternity of the Minor Child.
10. Plaintiff then requested a paternity test be done on the Minor Child to ensure that the Minor Child was the biological child of the Plaintiff.
11. On or about March 2021, the paternity test for the Minor Child revealed that the Plaintiff is the biological father of the Minor Child.
12. On or about November 2020, Defendant filed for child support and to establishment paternity, Case No. C-03-FM-20-004781.
13. Plaintiff then filed for Child Custody for the Minor Child on or about October 4, 2021.
14. After 10 months of going back and forth in court, Plaintiff and Defendant agreed on the Consent Order dated August 24, 2022.
15. Since the entry of the Custody Order there has been a material change in circumstances which warrants a modification in Child Custody.

Best Interest of the Child

16. For the court to modify a custody order, there must be a material change in circumstances that effects the welfare of the child.

17. Since the Consent Order was put in place there have been material changes in circumstances that effect the welfare of the child. The changes are; the party's inability to communicate and schedule visitation, Defendant's inability to adhere to the current custody order, and the Order is no longer in the best interest of the child.
18. Since the Consent Order was put in place the Defendant has continuously blocked the Plaintiff to where he cannot communicate about the Minor Child in any fashion.
19. Defendant has violated the standing custody order by not allowing the Plaintiff to have visitation at least once a week.
20. Shortly after the custody order was put in place Plaintiff and Defendant set up a weekly visitation schedule where the Plaintiff could have visitation with the Minor Child on Mondays. This visitation schedule did not last long due to the Defendant constantly rescheduling and canceling the visitation last minute.
21. Defendant worked in bad faith when it came to the visitation, as the visitation only revolved around Defendant's convenance, not the best interest of the Minor Child. The Defendant would make changes to the visitation schedule based solely on if she felt like allowing the Plaintiff to have visitation. If the Defendant had schedule conflicts or her other kids were in a bad mood when Plaintiff had scheduled visitation, she would attempt to reschedule last minute or cancel out right.
22. Defendant showed on numerous occasions that if scheduled visitation with the Plaintiff was not convenient for her or her other children that she would either change visitation or cancel it entirely.
23. Defendant and Plaintiff have had constant disagreements on where and how long the visitation should be with the Minor Child.
24. After 6 months of attempting to adhere to the Monday visitation schedule and the Defendant constantly rescheduling or canceling at the last minute, the Plaintiff was having a difficult time being able to bend to the Defendants ever changing visitation.

25. On or about early 2023, Plaintiff stopped fighting with the Defendant when it came to the Monday visitation schedule because of the aggravation it was causing. Around this same time the Defendant started to completely ignore the Plaintiff's calls and texts.
26. Throughout most of 2023, the Defendant has ignored almost all communications from the Plaintiff.
27. The Plaintiff has attempted on multiple instances to contact the Defendant in regard to the whereabouts of the Minor Child, to no avail.
28. Defendant has made it clear to Plaintiff that she would rather Plaintiff pay the child support and never have visitation with the Minor Child. Defendant has communicated this sentiment to Plaintiff and has shown this sentiment by allowing her other children's father, Grant Taylor (hereinafter "Mr. Taylor"), to have weekend visitation with the Minor Child but not Plaintiff.
29. On or about June of 2023, the Defendant and the Minor Child changed residences, from residing in a single apartment with her three children, to residing with her current boyfriend, Brandon Tirado (hereinafter "Mr. Tirado").
30. Defendant did not communicate that the Minor Child had changed residences, even when specifically asked by the Plaintiff.
31. Defendant has moved multiple times with the Minor Child and has never updated the Plaintiff or this court.
32. Defendant has cohabitated with at least two boyfriends, which the Plaintiff only knew about due to mutual friends notifying the Plaintiff.
33. The Plaintiff was only put on notice that the Defendant and the Minor Child had moved because a mutual friend of the Plaintiff's informed him.
34. The Plaintiff was told the Defendant's move was due to the Defendant becoming romantically involved with Mr. Tirado.
35. Since the Defendant's move, Plaintiff has been informed that the Minor Child and the Defendant's other children stay with Mr. Taylor every other weekend.

36. The Defendant goes out of her way to make sure the Plaintiff is not on notice of where the Minor Child resides, the Minor Childs welfare, or who the Minor Child spends significant time with.
37. Plaintiff was recently notified through mutual friends that the Defendant is currently about eight months pregnant with her fourth child.
38. Plaintiff's mutual friend notified him that Defendant and the Minor Childs currently reside with the Defendant's boyfriend, Mr. Tirado, at his home located at 10 Duralumin Ct. Middle River, MD 21220.
39. The home located at 10 Duralumin Ct., is a 2-bedroom 1 bathroom with bonus room home. Which within the next 2 months this home will have to hold Mr. Tirado, the Defendant, and the Defendant's four children.
40. Plaintiff is worried about the Minor Child's welfare, especially now that the Minor Child will be primarily residing in a two-bedroom home with five other individuals.
41. Plaintiff is also worried about the Minor Child spending unsupervised time within Mr. Tirado's care due to him having been convicted of a DUI in early 2023.
42. Plaintiff only signed the Consent Order on August 24, 2022, because he believed at the time the Defendant would allow for visitation every week, Defendant would communicate with Plaintiff on major changes effecting the Minor Child, and Defendant would not put the Minor Child in unsuitable living conditions.
43. With the multiple changes in residences, changes in her living partners, and becoming pregnant all within a year and half, while actively hiding all this information from the Plaintiff, he no longer trusts or believes that the Minor Child is in a stable and satisfactory home.
44. The Defendant has shown her blatant ignorance to adhere to the custody order and her inability to respect a visitation/custody schedule if there is no court order stating specific days and times for visitation. The Defendant was given the last almost two years to show she can respect a court order and respect a visitation schedule not mandated by the court, to which she has shown she cannot.

45. The current custody order is no longer within the best interest of the Minor Child due to the Defendant and Plaintiff's inability to communicate and schedule visitation without a concrete court order, the Defendant's blatant ignorance of the custody order, and Defendant's inability to communicate updates in the Minor Child's life.
46. Plaintiff has attempted to work out a visitation schedule with the Defendant over the past year and a half, to no avail. The Plaintiff does not see any other way, besides updating the custody order, to solidify a permanent custody schedule where he is guaranteed regular visitation of the Minor Child.
47. Plaintiff is a fit and proper parent to have regular custody of the Minor Child.
48. Plaintiff is requesting partial physical custody and joint legal custody of the Minor Child.
49. Plaintiff is requesting to have physical custody of the Minor Child every other weekend.
50. Plaintiff is requesting joint legal custody of the Minor Child, where both Plaintiff and Defendant have equal weight in determining major decisions in the Minor Childs life.
51. It is within the best interest of the Minor Child that Plaintiff has partial physical custody and that Plaintiff and Defendant have joint legal custody.
52. The best interest for the Minor Child would be for the Minor Child to be able to spend time with both Plaintiff and Defendant and their respective families.
53. Defendant has communicated to the Plaintiff in the past that she believes it is within the Best Interest of the Minor Child to have a relationship with both his biological parents.
54. It is not within the best interest of the Minor Child to only have the Minor Child build a relationship with one side of his family, Defendant's, and not the other, the Plaintiff's.
55. Plaintiff is filing this Petition in good faith and in the best interest of the Minor Child. Plaintiff only wants to be able to be an active father.
56. The Plaintiff knows of no other cases involving the custody of the Minor Child.

WHEREFORE, the Plaintiff respectfully requests:

A. That the Court grant Plaintiff joint legal custody of the Minor Child.

B. That the Court grant Plaintiff shared physical custody of the Minor Child, where the Plaintiff has custody every other weekend of the Minor Child.

C. That Plaintiff be awarded such other and further relief as the nature of his cause may require.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave, Suite 207
Baltimore, MD 21208
Phone: (484) 332-0454
CPF #: 2311290138
sarahspitalnickesq@gmail.com
Attorney for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. or, if it does contain restricted info1mation, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Attorney for Plaintiff

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☐ SUPREME COURT OF MARYLAND ☐ APPELLATE COURT OF MARYLAND
☒ CIRCUIT COURT ☐ DISTRICT COURT OF MARYLAND FOR Baltimore County
City/County

Located at 401 Bosely Ave. Towson MD 21204
Court Address

STATE OF MARYLAND
OR

Telephone 410-887-2601
Case No. C-03-FM-21-005169

Blake Lucas Hadel
Plaintiff/Petitioner

vs.

Lynnsey Fullano
Defendant/Respondent

NOTICE REGARDING RESTRICTED INFORMATION PURSUANT TO RULE 20-201.1

→Please DO NOT use this form to file into the following case types: Adoption, Emergency Evaluation, Extreme Risk Protective Order (ERPO), Guardianship, Juvenile, Gender Declaration, or a Criminal Case in which a Motion to Transfer Jurisdiction to the Juvenile Court is pending. By rule or statute these case types are not subject to inspection.

Title of confidential submission: Financial Statement

☐ 1. **RESTRICTED DOCUMENT - The entire document is not subject to inspection.**

- ☐ **Child Abuse/Neglect:** record created by an agency concerning child abuse or neglect required by statute to be kept confidential. *Rule 16-914(d); Family Law Article, § 5-707; Human Services, § 1-202 and § 1-203*
- ☐ **Financial Information:** information about the finances of an individual, including assets, income, liabilities, net worth, bank balances, financial history or activities, or creditworthiness. *General Provisions Article, § 4-336*
- ☒ **Financial Statement:** filed pursuant to Rule 9-202, a Child Support Guidelines Worksheet filed pursuant to Rule 9-206, or a Joint Statement of Marital and Non-Marital Property filed pursuant to Rule 9-207. *Rule 16-914(l)*
- ☐ **Hearing Closed to the Public:** recording/transcript of hearing closed to the public. *Rule 16-914(g)*
- ☐ **Marital Property:** Joint Statement of Marital and Non-Marital Property. *Rule 16-914(l)*
- ☐ **Marriage License Application:** until the effective date of the license. *Rule 16-912(c)*
- ☐ **Medical Report:** or other correspondence from a doctor or health care professional. *Rule 16-914(i)*
- ☐ **Parenting Plan/Joint Statement:** prepared and filed under Rules 9-204.1 and 9-204.2. *Rule 16-914(o)*
- ☐ **Peace Order Denied/Dismissed/Consented - Shielded:** case records shielded under Courts Article § 3-1510(b). *Rule 16-914(c)*
- ☐ **Pregnancy - Marriage License Application:** certification of pregnancy of a person under 18 from doctor or nurse practitioner in an application for a marriage license. *Rule 16-912(c)*
- ☐ **Presentence Investigation Report:** (confidential until entered into evidence) *Rule 16-914(f)(6)*
- ☐ **Protective Order Denied/Dismissed/Consented - Shielded:** case records shielded under FL Article § 4-512(b)(2). *Rule 16-914(c)*
- ☐ **Refusal to Testify:** case record maintained under Code, Courts Article, § 9-106 of the refusal of an individual to testify in a criminal action against the individual's spouse. *Rule 16-914(f)(5)*
- ☐ **Sealed or Shielded:** (entire document) by court order. *Rule 16-934 & 16-914(k)(1)*
- ☐ **Sealing or Shielding Motion:** while pending, but not to exceed five (5) business days. *Rule 16-934 & 16-914(k)(2)*
- ☐ **Tax Returns:** state and federal tax returns. *Rule 16-914(j)*
- ☐ **Other:** _____ Rule or Statute: _____
- ☐ **DOCUMENT FROM A CONFIDENTIAL CASE TYPE FILED INTO A NON-CONFIDENTIAL CASE TYPE.**
  Confidential Case type: ☐ **Child Adoption** ☐ **Emergency Evaluation** ☐ **ERPO** ☐ **Guardianship of a Child**
  ☐ **Juvenile Court case record** ☐ **Gender Declaration** ☐ **Other: (explain)** _____

☐ 2. **CONFIDENTIAL INFORMATION - The document itself is subject to public inspection but contains confidential information that is not open to public inspection.**

That information consists of _____.
(Give a description of the information and not the actual restricted information.)

The information is made confidential by Rule(s) _____ or by court order dated _____.

Pursuant to Rules 20-201.1 and 1-322.1, accompanying the document is a redacted version that does not contain the confidential information.

02/20/2024
Date

Signature
Sarah Spitalnick
Printed Name

23112901
Attorney Number

Fax

(484) 332-0454
Telephone Number

sarahspitalnickesq@gmail.com
E-mail

23 Walker Ave.
Address

Pikesville MD 21208
City, State, Zip

E-FILED; Baltimore County Circuit Court
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Envelope: 16087141

Deficient per Rule 20-203(d). Unless corrected, not a valid pleading or paper

BLAKE HADEL	*	IN THE
Plaintiff	*	CIRCUIT COURT
	*	OF MARYLAND FOR
v.	*	BALTIMORE COUNTY
LYNNSEY FULLANO	*	CASE NO.: C-03-FM-21-005169
Defendant	*	

* * * * * * * * * * * * *

STIPULATION AGREEMENT/VOLUNTARY DISMISSAL/CONSENT ORDER

Now comes the Plaintiff, Blake Hadel, by and through his attorney Sarah Spitalnick, Esquire, and Defendant, Lynnsey Fullano, by and through her attorney, Myles F. Friedman, Esquire, and respectfully requests this Court to file their Agreement and voluntarily dismiss this matter based on their Consent and in support thereof states:

1. That the litigants herein are the biological parents of one minor child, namely, Tate Joseph Fullano, born January 18, 2020.

2. That prior hereto the Plaintiff filed his Petition to Modify Child Custody, and thereafter the Defendant retained counsel who has entered his appearance in this matter.

3. That prior to filing a responsive pleading the Defendant, through her attorney, entered into negotiations and discussions with Plaintiff's counsel, which has resulted in an agreement between the Parties.

4. That after consulting with counsel and considering all the appropriate factors, the Plaintiff has elected to terminate his parental rights with the minor child, believing that the same is in the best interest of the child.

5. That Plaintiff further covenants and agrees that if and when called upon in the future he will execute the appropriate Consent to Adoption.

6. That the minor child has another father figure that has already taken over all parental responsibilities and claims the minor child as his own.

7. The father figure has been active in the minor child's life since the birth of the

minor child. He has no intentions of vacating the minor child's life and intends on being in the minor child's life as a father indefinitely.

8. That Plaintiff is aware that the termination of parental rights terminates completely his right to custody, guardianship, access to, visitation with, and inheritance from the minor child.

9. That both parties understand and agree that Plaintiff's responsibilities to pay child support is hereby terminated.

10. Under the circumstances set forth above, the Plaintiff hereby requests that his Petition be docketed as voluntarily be dismissed.

11. That both Parties have entered into this Agreement freely and voluntarily, after conferring with counsel and with the intent of settling this litigation for all times.

ORDERED, that the terms of the Parties Agreement hereby are effective as of the date of this Order with the case otherwise being docketed and voluntarily dismissed with the Order remaining in full force and effect by consent of the Parties.

_____
Date

_____
JUDGE
Circuit Court for Baltimore County

The foregoing Order is approved as to form and content and consented to by the Parties:

_____
Blake Hadel

_____
Sarah Spitalnick, Esquire
23 Walker Avenue, Suite 207,
Pikesville, MD 21208
Attorney for Plaintiff

_____
Lynnsey Fullano

_____
Myles F. Friedman, Esquire
AIS#: 6310010025
Friedman & Goldman, LLC
1515 Reisterstown Road, Suite 303
Pikesville, MD 21208
410-484-6060

E-FILED; Baltimore County Circuit Court
Docket: 4/16/2024 8:48 AM; Submission: 4/16/2024 8:48 AM
Envelope: 16104901

BLAKE HADEL	*	IN THE
Plaintiff	*	CIRCUIT COURT
	*	OF MARYLAND FOR
v.	*	BALTIMORE COUNTY
LYNNSEY FULLANO	*	CASE NO.: C-03-FM-21-005169
Defendant	*	

* * * * * * * * * * * * *

STIPULATION AGREEMENT/VOLUNTARY DISMISSAL/CONSENT ORDER

Now comes the Plaintiff, Blake Hadel, by and through his attorney Sarah Spitalnick, Esquire, and Defendant, Lynnsey Fullano, by and through her attorney, Myles F. Friedman, Esquire, and respectfully requests this Court to file their Agreement and voluntarily dismiss this matter based on their Consent and in support thereof states:

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3. That prior to filing a responsive pleading the Defendant, through her attorney, entered into negotiations and discussions with Plaintiff's counsel, which has resulted in an agreement between the Parties.

4. That after consulting with counsel and considering all the appropriate factors, the Plaintiff has elected to terminate his parental rights with the minor child, believing that the same is in the best interest of the child.

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04/16/2024
Date

JUDGE Patricia DeMaio
Circuit Court for Baltimore County

The foregoing Order is approved as to form and content and consented to by the Parties:

Blake Hadel

Sarah Spitalnick, Esquire
23 Walker Avenue, Suite 207,
Pikesville, MD 21208
Attorney for Plaintiff

Lynnsey Fullano

Myles F. Friedman, Esquire
AIS#: 6310010025
Friedman & Goldman, LLC
1515 Reisterstown Road, Suite 303
Pikesville, MD 21208
410-484-6060
mff.esq@verizon.net

Entered: Clerk, Circuit Court for
Baltimore County, MD
April 17, 2024

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BLAKE HADEL	*	IN THE
Plaintiff	*	CIRCUIT COURT
	*	OF MARYLAND FOR
v.	*	BALTIMORE COUNTY
LYNNSEY FULLANO	*	CASE NO.: C-03-FM-21-005169
Defendant	*	

* * * * * * * * * * * * *

STIPULATION AGREEMENT/VOLUNTARY DISMISSAL/CONSENT ORDER

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1. That the litigants herein are the biological parents of one minor child, namely, Tate Joseph Fullano, born January 18, 2020.

2. That prior hereto the Plaintiff filed his Petition to Modify Child Custody, and thereafter the Defendant retained counsel who has entered his appearance in this matter.

3. That prior to filing a responsive pleading the Defendant, through her attorney, entered into negotiations and discussions with Plaintiff's counsel, which has resulted in an agreement between the Parties.

4. That after consulting with counsel and considering all the appropriate factors, the Plaintiff has elected to terminate his parental rights with the minor child, believing that the same is in the best interest of the child.

5. That Plaintiff further covenants and agrees that if and when called upon in the future he will execute the appropriate Consent to Adoption.

6. That the minor child has another father figure that has already taken over all parental responsibilities and claims the minor child as his own.

7. The father figure has been active in the minor child's life since the birth of the

minor child. He has no intentions of vacating the minor child's life and intends on being in the minor child's life as a father indefinitely.

8. That Plaintiff is aware that the termination of parental rights terminates completely his right to custody, guardianship, access to, visitation with, and inheritance from the minor child.

9. That both parties understand and agree that Plaintiff's responsibilities to pay child support is hereby terminated.

10. Under the circumstances set forth above, the Plaintiff hereby requests that his Petition be docketed as voluntarily be dismissed.

11. That both Parties have entered into this Agreement freely and voluntarily, after conferring with counsel and with the intent of settling this litigation for all times.

ORDERED, that the terms of the Parties Agreement hereby are effective as of the date of this Order with the case otherwise being docketed and voluntarily dismissed with the Order remaining in full force and effect by consent of the Parties.

04/16/2024
Date

JUDGE Patricia DeMaio
Circuit Court for Baltimore County

The foregoing Order is approved as to form and content and consented to by the Parties:

Blake Hadel

Sarah Spitalnick, Esquire
23 Walker Avenue, Suite 207,
Pikesville, MD 21208
Attorney for Plaintiff

Lynnsey Fullano

Myles F. Friedman, Esquire
AIS#: 6310010025
Friedman & Goldman, LLC
1515 Reisterstown Road, Suite 303
Pikesville, MD 21208
410-484-6060
mff.esq@verizon.net

Entered: Clerk, Circuit Court for
Baltimore County, MD
April 17, 2024

E-FILED; Baltimore County Circuit Court
Docket: 11/30/2023 3:36 PM; Submission: 11/30/2023 3:36 PM
Envelope: 14672633

Deficient per Rule 20-203(d). Unless corrected, not a valid pleading or paper

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C- 03-FM-22- 005009

LINE OF APPEARANCE

Please enter the appearance of Sarah Spitalnick, Esq. as counsel for the Defendant in the above-captioned matter.

Respectfully submitted,

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Baltimore Maryland, 21208
Phone: (484) 332-0454
CPF#:
sarahspitalnickesq@gmail.com
Counsel for the Defendant

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information, or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.

E-FILED; Baltimore County Circuit Court
Docket: 11/30/2023 3:36 PM; Submission: 11/30/2023 3:36 PM
Envelope: 14672633

IN THE CIRCUIT COURT FOR Baltimore County
(City/County)

CIVIL - DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Justice of the Supreme Court of Maryland pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☐ PLAINTIFF ☒ DEFENDANT CASE NUMBER C-03-FM-22- 005009 (Clerk to insert)

CASE NAME: Meghan Maggio (Plaintiff) vs. Blake Hadel (Defendant)

PARTY'S NAME: Blake Hadel PHONE: (443) 695-6990

PARTY'S ADDRESS: 4050 Beach Rd Dundalk Maryland 21222

PARTY'S E-MAIL: blh11@live.com

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Sarah Spitalnick Esq. PHONE: (484) 332-0454

PARTY'S ATTORNEY'S ADDRESS: 2833 Smith Ave., Suite 331 Baltimore Maryland 21209

PARTY'S ATTORNEY'S E-MAIL: sarahspitalnickesq@gmail.com

☐ I am not represented by an attorney

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known:

PLEADING TYPE

New Case: ☐ Original

Existing Case: ☒ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Issues section.

SPECIAL REQUIREMENTS

☐ Spoken Language Interpreter - **Attach form CC-DC-041**

☐ If you require an accommodation for a disability under the Americans with Disabilities Act - **Attach form CC-DC-049**

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No

B. Arbitration ☐ Yes ☒ No

C. Settlement Conference ☒ Yes ☐ No

D. Neutral Evaluation ☐ Yes ☒ No

If no, explain why:

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (*Check one box.*)

Domestic Family
- ☐ Alimony/Spousal Support
- ☐ Annulment
- ☐ Breach
- ☐ Child Support - Private
- ☐ Custody
- ☐ Divorce
- ☐ Emancipation
- ☐ Enforce Foreign Order
- ☐ Family Legal/Medical
- ☐ Paternity/Parentage
- ☐ Recognition as Legal Child
- ☐ Visitation

Agency/IV-D
- ☐ Child Support
- ☐ Paternity/Parentage
- ☐ UIFSA

Adoption
- ☐ Adoption - Independent
- ☐ Adoption - Private Agency

Change of Name
- ☐ Change of Name
  - ☐ Adult
  - ☐ Minor

Guardianship
- ☐ Guardianship of Adult Person and/or Property
- ☐ Guardianship of Minor Person and/or Property

Independent Proceedings
- ☐ Amend Birth Certificate
- ☐ Change of Sex
- ☐ Correct Death Certificate
- ☐ Declare Deceased
- ☐ Dispose Body
- ☐ Amend Marriage Certificate

IF NEW OR EXISTING CASE: ISSUES (Check All that Apply)

- ☐ Adoption
- ☐ Alimony/Spousal Support
  - ☐ Permanent
  - ☐ Rehabilitative
- ☐ Amend Birth Certificate
- ☐ Amend Death Certificate
- ☐ Amend Marriage Certificate
- ☐ Annulment
- ☐ Asset Determination
- ☐ Change of Name
  - ☐ Adult
  - ☐ Minor
- ☐ Change of Name
  - ☐ Adult
  - ☐ Minor
- ☐ Change of Sex
- ☒ Child Support
- ☐ Contempt
- ☐ Court Costs/Fees
- ☒ Custody
- ☐ Declare Deceased
- ☐ Dispose Body
- ☐ Divorce
- ☐ Earnings Withholding
- ☐ Emancipation
- ☐ Enforcement
- ☐ Exceptions
- ☐ Family Legal/Medical
- ☐ Gdnshp of Adult
  - ☐ Person
  - ☐ Property
- ☐ Gdnshp of Minor
  - ☐ Person
- ☐ Property
- ☐ Paternity/Parentage
- ☐ Pension Distribution
- ☐ Property Distribution
- ☐ Protective Order
- ☐ Register Foreign Order
- ☐ Restore Former Name
- ☐ Termination of Gdnshp
- ☐ Transaction Review
- ☐ Use and Possession
- ☒ Visitation

ESTIMATED LENGTH OF HEARING

(Case will be tracked accordingly.)

Time estimate for a Merits Hearing: 7 Hours 1 Days

Time estimate for hearing other than a Merits Hearing: 4 Hours 1 Days

OTHER MATTERS

IS THIS CASE CONTESTED? ☒ Yes ☐ No If yes, which issues appear to be contested?

- ☐ Ground for divorce
- ☒ Child Custody ☒ Visitation
- ☒ Child Support
- ☐ Alimony ☐ Permanent ☐ Rehabilitative
- ☐ Use and possession of family home and property
- ☐ Marital property issues involving:
  - ☐ Valuation of business ☐ Pensions ☐ Bank account/IRA's ☐ Real Property
  - ☐ Other:
- ☐ Paternity
- ☐ Adoption/termination of parental rights
- ☐ Other:

Request is made for: ☐ Initial Order ☒ Modification ☐ Contempt ☐ Divorce

For non-custody/visitation issues, do you intend to request:

☐ Court-appointed expert (name field) ☐ Initial conference with the court

☐ Mediation by a court-sponsored settlement program ☐ Other:

For custody/visitation issues, do you intend to request:

- ☐ Mediation by a private mediator
- ☒ Evaluation by mental health professional
- ☐ Other Evaluation
- ☐ Appointment of counsel to represent child (not just to waive psychiatric privilege)
- ☐ A conference with the court

Is there an allegation of physical or sexual abuse of party or child? ☐ Yes ☐ No

11/27/2023
Date

23 Walker Ave Suite 207
Address

Baltimore MD 21208
City State Zip Code

Signature of Counsel / Party 2311290138
Attorney Number

Sarah Spitalnick
Printed Name

E-FILED; Baltimore County Circuit Court
Docket: 11/30/2023 3:36 PM; Submission: 11/30/2023 3:36 PM
Envelope: 14672633
Deficient per Rule 20-203(d). Unless corrected, not a valid pleading or paper

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DEFENDANTS PETITION TO MODIFY CUSTODY AND CHILD SUPPORT

COMES NOW, the Defendant, Blake Hadel (hereinafter "Defendant" or "Father") by and through his attorney, Sarah Spitalnick Esq. herby files this Petition for Modification of Custody and Child Support (hereinafter "Petition") and in support thereof states:

1. That this Court has jurisdiction over this case pursuant to the *Family Law Article* of the Maryland Annotated Code.
2. That this Court has venue over this case pursuant to the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code.
3. That the Defendant is a resident of Baltimore County, where he has resided for more than six (6) months prior to the filing of this Petition.
4. That the parties are the biological parents of one (1) child, namely Sofia Lynn Hadel, born in Marsh of 2021.
5. That the Plaintiff filed a Complaint for Custody in the above captioned matter on September 9, 2022. *See* Docket Entry 1. On March 22, 2023 the Magistrate released their Report and Recommendations, which were then written into the Custody and Child Support Order filed on April 7, 2023.
6. The April 7, 2023 Order gave Plaintiff Sole Legal Custody and Primary Physical Custody of the minor child and the minor child's principal residence shall be with the Plaintiff. It was ordered

that Defendant have supervised visitation and access to the minor child and pay child support in the amount of $860.00. *See* Exhibit A.

7. Since the entry of the Custody and Child Support Order there has been a material change in circumstances which warrants a modification in Child Support and Custody.

Child Support

8. According to the Magistrate's Report and Recommendation, Defendants income was $2,296.67 a month based on Maryland guidelines and Plaintiffs testimony. This amount is an incorrect representation of the Defendants income. Defendants monthly income is $1,250.
9. Defendants income is significantly lower than what was used in determining the child support amount.

Child Custody

Parental Fitness

10. According to the Child Custody Order, Defendant is an unfit father, who is only allowed supervised visitation at the mothers discretion.
11. Defendant was deemed an unfit father based on the Plaintiffs and the Plaintiffs witness testimony at the Custody Hearing on March 22, 2023.
12. The Plaintiff and her witness Ms. Rachael Kimmett, testified that the Defendant is an illegal drug user, resides in an unhospitable home, has never taken care of the child, is violent and a danger to the Minor Child, and has not paid any child support. All of these allegations are completely false.
13. Defendant is not an illegal drug user, and this can easily be shown through a drug test. The only medications the Defendant takes are prescribed to him by his primary care physician.
14. Plaintiff also has a history of prior illegal drug use, where on one occasion she had to be rushed to a local hospital for an illegal drug related innocent.
15. Plaintiff's history of drug abuse has extended to after the Minor Child is born. *See* Exhibit B and C

16. Plaintiffs witness, Ms. Kimmett, has a history of domestic abuse and child abuse, where on one occasion she received a temporary protective order to stay away from and refrain from abusing her minor child. On another occasion she had received a permanent peace order against her by another individual.
17. Plaintiffs and Ms. Kimmett's description of the Defendants home are widely inaccurate and irrelevant to this matter. The Defendant lives in a three (3) bedroom home that is a suitable residence and not a "frat house" as Ms. Kimmett described.
18. Plaintiff has contradicted herself on her opinion of Defendants house and its suitability. Right after the Minor Child was born Plaintiff and the Minor Child partially resided at Defendant's home. Plaintiff and Minor Child would have continued to partially reside at Defendants home if Defendant continued to allow it. Plaintiff obviously considered Defendants home suitable right after the Minor Child was born, and since then Defendant has only made improvements on his home.
19. Even with the Defendants home being a suitable residence, he has decided that when he has custody of the Minor Child he will reside at his mothers home. Defendants mother, Brenda Hopka-Hadel, has a suitable residence for the Minor Child to stay, including a bedroom solely for the Minor Child. This not only gives the Minor Child a suitable residence to partially live at but also gives Defendants family the ability to build a relationship with the Minor Child.
20. Defendants mother has voluntarily and fully agreed to allow the Defendant and Minor Child to reside with her while Defendant has custody of the Minor Child. *See* Exhibit D
21. Since the birth of the Minor Child, the Defendant has attempted to take care of the Minor Child and had been present in the Minor Childs life.
22. Shortly after the birth of the Minor Child, Defendant had allowed Plaintiff and Minor Child to stay at his residence to foster a relationship and take care of the Minor Child.
23. The only reason the Defendant stopped allowing Plaintiff and Minor Child to stay at his residence was due to the Plaintiff's unwelcomed and continuous attempts to start a romantic relationship

with the Defendant. The Defendant had made it clear to the Plaintiff he had no intentions of being in a romantic relationship with her and he only wanted to foster a relationship with the Minor Child.

24. After Defendant told the Plaintiff she is no longer welcome at his residence, he attempted to still foster a relationship with the Minor Child, but that was short lived due to the Plaintiffs behavior.
25. Every time Defendant would attempt to spend time with the Minor Child, Plaintiff would still push to reconcile with Defendant and have a romantic relationship together. This caused constant arguments and tension, which neither are healthy for either party or the Minor Child.
26. Wanting to avoid altercations and arguments with Plaintiff, Defendant attempted to have visitation with the Minor Child without the Plaintiff present, which the Plaintiff fought on most occasions.
27. Once the Defendant realized there was very little chance of him being able to foster a relationship with the Minor Child without the Plaintiff present, he withdrew his attempts to see the Minor Child to avoid altercations and arguments.
28. At no point since the birth of the Minor Child did Defendant lose interest in taking care of the Minor Child or not want to foster a relationship with her.
29. Defendant has only ever wanted to take care of the Minor Child and be in her life as an active Father.
30. Defendant has no prior history of violent behavior, especially no history of violent behavior towards the Minor Child. This allegation by Plaintiff that Defendant is violent is not only completely false but also vindicative. This false allegation was only brought by Plaintiff to punish Defendant and retaliate against him for not allowing her and the Minor Child to reside with him.
31. Defendant has also paid all his child support as of November 30, 2023.
32. Defendant has a suitable home, is not a danger to the Minor Child, actively wants to be a present Father, and has kept up with his child support payments. There is no sound reason why Defendant should not be deemed a proper and fit parent to the Minor Child.

Best Interest of the Child

33. Defendant is requesting partial physical custody and joint legal custody of the Minor Child.
34. Defendant is requesting to have physical custody of the Minor Child every other weekend from Friday pm through Sunday am.
35. Defendant is requesting joint legal custody of the Minor Child, where both Plaintiff and Defendant have equal weight in determining major decisions in the Minor Childs life.
36. The Best Interest of the Child is the standard for determining physical and legal custody. It is within the best interest of the Minor Child that Defendant has partial physical custody and that Plaintiff and Defendant have joint legal custody.
37. Since the March Order, Defendant has only been able to have supervised visitation with the Minor Child at the Plaintiffs deference. This has harmed Defendants ability to see the Minor Child and has harmed the Plaintiffs mental health and ability to care for the Minor Child. *See* Exhibit E.
38. The best interest for the Minor Child would be for the Minor Child to be able to spend time with both Plaintiff and Defendant and their respective families. Plaintiff has stated such in her communications with the Defendant.
39. Plaintiff has also stated that she wants and believes that it is in the best interest of the Minor Child to have shared physical custody and joint legal custody with Defendant. Plaintiff has stated such to Defendant in text communications. *See* Exhibit F.
40. Plaintiff has repeatedly asked Defendant for help in the care of the Minor Child, which if Defendant could have unsupervised custody of the Minor Child, he would have gladly stepped in to help. But due to Defendant only being allowed supervised visitation, it makes his ability to help very difficult.
41. The Plaintiff has acted with bad faith in her earlier testimony and pleadings.
42. Plaintiff has stated in communication with Defendant that she would only agree to modify the custody order if Defendant acts in a certain way that Plaintiff deems correct to obtain custody of

the Minor Child. Plaintiffs request of Defendant shows she is not interested in the best interest of the child, she is more interested in Defendant proving his devotion to herself and the child, not solely the child.

43. Plaintiff has repeatedly communicated with Defendant what she deems Defendant needs to do to be "trusted", in her eyes, to have custody of the Minor Child. All the demands she has communicated to Defendant that she needs to see to modify the custody order pertain to the Defendant calling the Plaintiff and Minor Child, going to doctors appointments, and spending time with both Plaintiff and Minor Child. Yet in Plaintiffs prior testimony and pleadings she states that Defendant cannot be a fit parent due to drug use, unsuitable home, he's violent, and he's a danger to the Minor Child and herself. Obviously if all Plaintiff needs to see is Defendant calling more, going to doctors appointments, and spending time with Plaintiff and Minor Child to change the custody order, she never truly believed Defendant is a danger to herself or Minor Child, that he's an illegal drug user, or that his home is unsuitable for the Minor Child.
44. Plaintiff has repeatedly shown she is more interested in gaining high child support against the Defendant to punish him for not wanting a romantic relationship with her then gaining the support the Minor Child needs. *See* Exhibit G.
45. Plaintiff on multiple occasions, since the March Order was given, stated that she would go to court and reduce or eliminate the child support. These actions show her intentions with gaining child support is not based on the child's needs or the best interest of the child, but her intentions in trying to build a romantic relationship with the Defendant.
46. Plaintiff was acting in bad faith when she filed her complaint and testified in the Custody hearing, which can be seen through her social media posting. *See* Exhibit H and I.
47. Plaintiff knows the best interest of the Minor Child is to have shared physical and legal custody of the Minor Child, she has repeated such in her communications with the Defendant.
48. It is not within the best interest of the Minor Child to have one of her parents not able to help solely due to the fact Defendant is not allowed to be alone with the Minor Child.

49. It is not within the best interest of the Minor Child to only have the Minor Child build a relationship with one side of her family, Plaintiffs, and not the other, the Defendants.
50. Defendant and Defendants family want to be able to foster a relationship with the Minor Child and that has proven very difficult with the Defendant not having any custody of the Minor Child.
51. Defendant is filing this Petaton in good faith and in the best interest of the Minor Child. Defendant only wants to be able to be the active father he has always wanted to be and do what's best for Minor Child.
52. The Defendant knows of no other cases involving the custody of the Minor Child.
53. That there are no other parties who have an interest in the custody of the Minor Child except the parties hereto who are the biological parents of the Minor Child.

WHEREFORE, the Defendant respectfully requests:

A. That the Court deem the Defendant a fit and proper parent.

B. That the Court grant Defendant joint legal custody of the Minor Child.

C. That the Court grant Defendant shared physical custody of the Minor Child, where the Defendant has custody every other weekend of the Minor Child.

D. That the Court grant Defendants request in reduction of Child Support according to the Child Support Guild Lines.

E. That Defendant be awarded such other and further relief as the nature of his cause may require.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave, Suite 300
Pikesville, MD 21208
Phone: (484) 332-0454
Bar Number:
sarahspitalnickesq@gmail.com
Counsel for Defendant

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. or, if it does contain restricted info1mation, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of November, 2023 a copy of the foregoing Petition to Modify Custody and Child Support, Civil Domestic Case Information Report, Notice of Restricted Information, Line of Appearance, and Financial Statement was sent via first class, postage prepaid U.S. Mail to:

Meghan Maggio
7295 Jenna Drive
Marriotsville, Maryland 21104

Sarah Spitalnick Esq.
Attorney for Defendant

MEGHAN MAGGIO	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
BLAKE HADEL	*	BALTIMORE COUNTY
Defendant	*	Case No.: C-03-FM-22-005009

* * * * * * * * * * * * *

ORDER

This matter having been called for a default hearing before a Magistrate on March 22, 2023, the Plaintiff, MEGHAN MAGGIO, having appeared with counsel, and the Defendant, BLAKE HADEL, having not appeared, and testimony having been taken, and the Findings and the Recommendations of the Magistrate dated March 22, 2023, having been issued and served, and no Exceptions having been filed, it is, by the Circuit Court for Baltimore County, hereby

ORDERED that the Plaintiff, MEGHAN MAGGIO, shall have Sole Legal Custody and Primary Physical Custody of the minor child of the parties, namely, Sophia Lynn Hadel, born March 2021, and the child's principal residence shall be with the Plaintiff; and it is further

ORDERED that the Defendant, BLAKE HADEL, shall have Visitation and Access with the minor child as determined by the Plaintiff; and it is further

ORDERED that beginning March 1, 2023, the Defendant, BLAKE HADEL, shall pay to the Plaintiff, MEGHAN MAGGIO, the sum of $860.00 per month for the support and maintenance of the Minor Child of the parties, by wage lien through the Office of Child Support Enforcement. See attached Child Support Guidelines Worksheet; and it is further

ORDERED, that:

a. If the Obligor accumulates support payment arrears amounting to more than thirty (30) days of support, the Obligor shall be subject to earnings withholding; and

b. The Obligor is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect; and

c. Failure to comply will subject the Obligor to a penalty not to exceed $250.00 and may result in the Obligor not receiving notice of the proceeding for earnings withholding; and it is further

ORDERED, that the Office of Child Support Enforcement shall determine the Defendant's arrears and any arrears shall also be paid by wage lien through the Office of Child Support Enforcement; and it is further

ORDERED, that unless waived by the Court, that the Plaintiff shall pay any open Court costs.

ALL SUBJECT TO THE CONTINUING JURISDICTION OF THIS COURT.

Michael J. Finifter

JUDGE Michael J. Finifter

This is a proper Order to be signed. 04/06/2023 11:15:06 AM

Suzanne K. Farace 04/06/2023

MAGISTRATE

Entered: Clerk, Circuit Court for Baltimore County, MD
April 7, 2023

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DECLARATIOIN OF BRENDA HADEL

I, Brenda Hopka- Hadel, the undersigned do swear and affirm under the penalty of perjury that I have voluntarily allowed and will allow my son, Blake Hadel, and his minor daughter, Sofia Lynn Hadel, to reside with me at my home when Blake has custody of Sofia. I have a bedroom in my home designated specially for Sofia and her needs. My home is suitable for Sofia to reside in while under the custody of Blake. I intend to allow Blake and Sofia to reside at my home indefinitely.

Blake is a good and responsible father to Sofia. Blake not having any custody of Sofia has been hard not only on him but also on me and my family. Me and my family want to build a relationship with Sofia so that she can have a relationship with both sides of her family.

11-19-23

Date

Brenda Hopka-Hadel

Brenda Hopka-Hadel

6715 German Hill Road

Baltimore MD, 21222

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

To: SARAH SPITALNICK

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

MEGHAN MAGGIO VS. BLAKE HADEL

Date: 12/1/2023

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

To **Sarah Spitalnick:** You have a deficiency in your filing. **Pursuant to Maryland Rule 20-203(d)(3) the court will strike the submission unless the deficiency is corrected or the deficient submission is withdrawn within 14 days or the court orders otherwise. Please make the correction(s) indicated below and refile or withdraw the submission within 14 days, making no other amendments, modifications, or changes to the submission except to correct the deficiency. The time to file any responsive submission shall run from the date that the correct submission is filed. The deficient submission file name(s) and date of filing are: Entry of Appearance 11/30/23.**

☐ In any one case multiple submissions (including proposed orders) must be submitted in the same envelope as separate PDF files. Please resubmit the filings as separate submissions in the same envelope. (See Rule 20-201(e).) *Does not apply to L & T bulk filing.*

☐ The submission is illegible or scanned with an incorrect orientation (e.g., upside down, sideways, blurry, and blank pages).

☐ The electronic file names must relate to the title of the submission. The electronic file name must state whether all or part of the submission is to be sealed or shielded pursuant to Rule 20-201.1. (e.g., RESTRICTED DOCUMENT-Request to Shield Denied or Dismissed Protective Order Records) (See Rule 20-201(i).) If an exhibit to a submission is filed, the exhibit and the electronic file name should accurately refer to the submission to which they relate. (e.g., Ex 1 Pl MSJ) When the exhibit is an affidavit or other testimony, the file name must identify the affiant or witness (e.g., Affidavit of John Doe).

☐ The exhibit(s) are not identified using the drop-down menu provided.

☐ The submission is not permitted to be filed electronically. (See Rule 20-106(c)(2).)

☐ The submission does not include the filer's signature (the signer's typewritten name accompanied by a visual image of the signer's handwritten signature or by the symbol /s/) as required by Rule(s) 20-107(a)(1) and 20-101(t).

☒ The submission does not have the filer's address, e-mail address, telephone number, or the **attorney's identifying Attorney Number** registered with the Attorney Information System as required by Rule 20-107(a)(2).

☐ You attempted to enter your appearance in the case as attorney for the victim or victim's representative without using form MDJ-009-Notice of Entry of Appearance by Attorney for Victim or Victim's Representative. (See Rule 20-103(b)(1)(A).)

☐ The submission requires a signature under oath, affirmation, or with verification and is not hand-signed and scanned or affixed with the signer's digital signature. (See Rule 20-107(d)(1).)

☐ CONSOLIDATED CASES: The submission was filed into a subcase. Where a judge has issued an order consolidated cases and designates a lead case, all subsequent submissions must be filed in the lead case.

☐ The proposed order was not submitted as a separate document, identified as a proposed order, or identified as relating to the motion or other request for court action to which the order pertains. (See Rule 20-201(j).) *This does not apply if submitted on a combined motion & order form issued by the Judiciary.*

☐ The filing code was incorrect, and the clerk's office was unable to determine the correct code.

☐ The State Court Administrator requirements for requesting sheriff, constable or certified mail service in the District Court have not been met (e.g., includes improper fee multiplier).

☐ The submission was filed by a registered user on behalf of a non-registered user in violation of the policy published by the State Court Administrator.

☐ The party's name is not an identical reference to the name of each party (spelling, first name, middle name(s), last name(s), initial(s), and other identifiers) as required wherever that party's name referred to in writing/electronically, including but not limited to: in the pleading or other submission, party field, or File and Serve.

☐ The filing location is incorrect.

☐ (District Court only) The submission must be submitted on the most recent version of a form approved by the Chief Judge of the District Court.

☐ Other

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Julie L. Ensor
Clerk of the Circuit Court

NOTE: You must submit a motion and have it granted by a judge to receive a refund of any fees associated with the filing.

ORDER STRIKING DEFICIENT SUBMISSION(S)

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_____ _____

Date Judge

cc:

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

To: SARAH SPITALNICK

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

MEGHAN MAGGIO VS. BLAKE HADEL

Date: 12/1/2023

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

To **Sarah Spitalnick:** You have a deficiency in your filing. **Pursuant to Maryland Rule 20-203(d)(3) the court will strike the submission unless the deficiency is corrected or the deficient submission is withdrawn within 14 days or the court orders otherwise. Please make the correction(s) indicated below and refile or withdraw the submission within 14 days, making no other amendments, modifications, or changes to the submission except to correct the deficiency. The time to file any responsive submission shall run from the date that the correct submission is filed. The deficient submission file name(s) and date of filing are: Petition to Modify Child Support and Custody 11/30/23.**

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☐ The submission does not include the filer's signature (the signer's typewritten name accompanied by a visual image of the signer's handwritten signature or by the symbol /s/) as required by Rule(s) 20-107(a)(1) and 20-101(t).

☒ The submission does not have the filer's address, e-mail address, telephone number, or the **attorney's identifying Attorney Number** registered with the Attorney Information System as required by Rule 20-107(a)(2).

☐ You attempted to enter your appearance in the case as attorney for the victim or victim's representative without using form MDJ-009-Notice of Entry of Appearance by Attorney for Victim or Victim's Representative. (See Rule 20-103(b)(1)(A).)

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☐ The proposed order was not submitted as a separate document, identified as a proposed order, or identified as relating to the motion or other request for court action to which the order pertains. (See Rule 20-201(j).) *This does not apply if submitted on a combined motion & order form issued by the Judiciary.*

☐ The filing code was incorrect, and the clerk's office was unable to determine the correct code.

☐ The State Court Administrator requirements for requesting sheriff, constable or certified mail service in the District Court have not been met (e.g., includes improper fee multiplier).

☐ The submission was filed by a registered user on behalf of a non-registered user in violation of the policy published by the State Court Administrator.

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Julie L. Ensor
Clerk of the Circuit Court

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Date Judge

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CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Main: 410-887-2601

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

To: SARAH SPITALNICK

MEGHAN MAGGIO VS. BLAKE HADEL

NOTICE OF REJECTED SUBMISSION

Note to clerk: Use this form only for Registered Users under Md. Rule 20-101.

The court has rejected your submission for the following reason(s):

☐ The submission is required to be filed electronically. (Md. Rule 20-106(d)(2)(B)).

☒ The submission contains ☒ one document ☐ multiple documents with restricted information, and you did not file a Notice of Restricted Information (MDJ-008) for each. (Md. Rule 20-201.1). **Notice was filed but Title of Confidential Submission line was left blank.**

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Julie L. Ensor
Clerk of the Circuit Court

E-SERVED Baltimore County Circuit Court 12/1/2023 11:33 AM System SystemEnvelope:14682419
E-FILED; Baltimore County Circuit Court
Docket: 12/1/2023 11:33 AM; Submission: 12/1/2023 11:33 AM
Envelope: 14682419

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

To: SARAH SPITALNICK

Case Number: **C-03-FM-22-005009**
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MEGHAN MAGGIO VS. BLAKE HADEL

Date: 12/1/2023

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

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Date Judge

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E-FILED; Baltimore County Circuit Court
Docket: 12/1/2023 11:33 AM; Submission: 12/1/2023 11:33 AM
Envelope: 14682419

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

To: SARAH SPITALNICK

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

MEGHAN MAGGIO VS. BLAKE HADEL

Date: 12/1/2023

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Docket: 12/1/2023 11:33 AM; Submission: 12/1/2023 11:33 AM
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CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

Case Number: C-03-FM-22-005009
Other Reference Number(s):

To: SARAH SPITALNICK

MEGHAN MAGGIO VS. BLAKE HADEL

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Julie L. Ensor
Julie L. Ensor
Clerk of the Circuit Court

E-FILED; Baltimore County Circuit Court
Docket: 12/1/2023 12:26 PM; Submission: 12/1/2023 12:26 PM
Envelope: 14683415

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DEFENDANTS PETITION TO MODIFY CUSTODY AND CHILD SUPPORT

COMES NOW, the Defendant, Blake Hadel (hereinafter "Defendant" or "Father") by and through his attorney, Sarah Spitalnick Esq. herby files this Petition for Modification of Custody and Child Support (hereinafter "Petition") and in support thereof states:

1. That this Court has jurisdiction over this case pursuant to the *Family Law Article* of the Maryland Annotated Code.
2. That this Court has venue over this case pursuant to the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code.
3. That the Defendant is a resident of Baltimore County, where he has resided for more than six (6) months prior to the filing of this Petition.
4. That the parties are the biological parents of one (1) child, namely Sofia Lynn Hadel, born in Marsh of 2021.
5. That the Plaintiff filed a Complaint for Custody in the above captioned matter on September 9, 2022. *See* Docket Entry 1. On March 22, 2023 the Magistrate released their Report and Recommendations, which were then written into the Custody and Child Support Order filed on April 7, 2023.
6. The April 7, 2023 Order gave Plaintiff Sole Legal Custody and Primary Physical Custody of the minor child and the minor child's principal residence shall be with the Plaintiff. It was ordered

that Defendant have supervised visitation and access to the minor child and pay child support in the amount of $860.00. *See* Exhibit A.

7. Since the entry of the Custody and Child Support Order there has been a material change in circumstances which warrants a modification in Child Support and Custody.

Child Support

8. According to the Magistrate's Report and Recommendation, Defendants income was $2,296.67 a month based on Maryland guidelines and Plaintiffs testimony. This amount is an incorrect representation of the Defendants income. Defendants monthly income is $1,250.
9. Defendants income is significantly lower than what was used in determining the child support amount.

Child Custody

Parental Fitness

10. According to the Child Custody Order, Defendant is an unfit father, who is only allowed supervised visitation at the mothers discretion.
11. Defendant was deemed an unfit father based on the Plaintiffs and the Plaintiffs witness testimony at the Custody Hearing on March 22, 2023.
12. The Plaintiff and her witness Ms. Rachael Kimmett, testified that the Defendant is an illegal drug user, resides in an unhospitable home, has never taken care of the child, is violent and a danger to the Minor Child, and has not paid any child support. All of these allegations are completely false.
13. Defendant is not an illegal drug user, and this can easily be shown through a drug test. The only medications the Defendant takes are prescribed to him by his primary care physician.
14. Plaintiff also has a history of prior illegal drug use, where on one occasion she had to be rushed to a local hospital for an illegal drug related innocent.
15. Plaintiff's history of drug abuse has extended to after the Minor Child is born. *See* Exhibit B and C

16. Plaintiffs witness, Ms. Kimmett, has a history of domestic abuse and child abuse, where on one occasion she received a temporary protective order to stay away from and refrain from abusing her minor child. On another occasion she had received a permanent peace order against her by another individual.
17. Plaintiffs and Ms. Kimmett's description of the Defendants home are widely inaccurate and irrelevant to this matter. The Defendant lives in a three (3) bedroom home that is a suitable residence and not a "frat house" as Ms. Kimmett described.
18. Plaintiff has contradicted herself on her opinion of Defendants house and its suitability. Right after the Minor Child was born Plaintiff and the Minor Child partially resided at Defendant's home. Plaintiff and Minor Child would have continued to partially reside at Defendants home if Defendant continued to allow it. Plaintiff obviously considered Defendants home suitable right after the Minor Child was born, and since then Defendant has only made improvements on his home.
19. Even with the Defendants home being a suitable residence, he has decided that when he has custody of the Minor Child he will reside at his mothers home. Defendants mother, Brenda Hopka-Hadel, has a suitable residence for the Minor Child to stay, including a bedroom solely for the Minor Child. This not only gives the Minor Child a suitable residence to partially live at but also gives Defendants family the ability to build a relationship with the Minor Child.
20. Defendants mother has voluntarily and fully agreed to allow the Defendant and Minor Child to reside with her while Defendant has custody of the Minor Child. *See* Exhibit D
21. Since the birth of the Minor Child, the Defendant has attempted to take care of the Minor Child and had been present in the Minor Childs life.
22. Shortly after the birth of the Minor Child, Defendant had allowed Plaintiff and Minor Child to stay at his residence to foster a relationship and take care of the Minor Child.
23. The only reason the Defendant stopped allowing Plaintiff and Minor Child to stay at his residence was due to the Plaintiff's unwelcomed and continuous attempts to start a romantic relationship

with the Defendant. The Defendant had made it clear to the Plaintiff he had no intentions of being in a romantic relationship with her and he only wanted to foster a relationship with the Minor Child.

24. After Defendant told the Plaintiff she is no longer welcome at his residence, he attempted to still foster a relationship with the Minor Child, but that was short lived due to the Plaintiffs behavior.
25. Every time Defendant would attempt to spend time with the Minor Child, Plaintiff would still push to reconcile with Defendant and have a romantic relationship together. This caused constant arguments and tension, which neither are healthy for either party or the Minor Child.
26. Wanting to avoid altercations and arguments with Plaintiff, Defendant attempted to have visitation with the Minor Child without the Plaintiff present, which the Plaintiff fought on most occasions.
27. Once the Defendant realized there was very little chance of him being able to foster a relationship with the Minor Child without the Plaintiff present, he withdrew his attempts to see the Minor Child to avoid altercations and arguments.
28. At no point since the birth of the Minor Child did Defendant lose interest in taking care of the Minor Child or not want to foster a relationship with her.
29. Defendant has only ever wanted to take care of the Minor Child and be in her life as an active Father.
30. Defendant has no prior history of violent behavior, especially no history of violent behavior towards the Minor Child. This allegation by Plaintiff that Defendant is violent is not only completely false but also vindicative. This false allegation was only brought by Plaintiff to punish Defendant and retaliate against him for not allowing her and the Minor Child to reside with him.
31. Defendant has also paid all his child support as of November 30, 2023.
32. Defendant has a suitable home, is not a danger to the Minor Child, actively wants to be a present Father, and has kept up with his child support payments. There is no sound reason why Defendant should not be deemed a proper and fit parent to the Minor Child.

Best Interest of the Child

33. Defendant is requesting partial physical custody and joint legal custody of the Minor Child.
34. Defendant is requesting to have physical custody of the Minor Child every other weekend from Friday pm through Sunday am.
35. Defendant is requesting joint legal custody of the Minor Child, where both Plaintiff and Defendant have equal weight in determining major decisions in the Minor Childs life.
36. The Best Interest of the Child is the standard for determining physical and legal custody. It is within the best interest of the Minor Child that Defendant has partial physical custody and that Plaintiff and Defendant have joint legal custody.
37. Since the March Order, Defendant has only been able to have supervised visitation with the Minor Child at the Plaintiffs deference. This has harmed Defendants ability to see the Minor Child and has harmed the Plaintiffs mental health and ability to care for the Minor Child. *See* Exhibit E.
38. The best interest for the Minor Child would be for the Minor Child to be able to spend time with both Plaintiff and Defendant and their respective families. Plaintiff has stated such in her communications with the Defendant.
39. Plaintiff has also stated that she wants and believes that it is in the best interest of the Minor Child to have shared physical custody and joint legal custody with Defendant. Plaintiff has stated such to Defendant in text communications. *See* Exhibit F.
40. Plaintiff has repeatedly asked Defendant for help in the care of the Minor Child, which if Defendant could have unsupervised custody of the Minor Child, he would have gladly stepped in to help. But due to Defendant only being allowed supervised visitation, it makes his ability to help very difficult.
41. The Plaintiff has acted with bad faith in her earlier testimony and pleadings.
42. Plaintiff has stated in communication with Defendant that she would only agree to modify the custody order if Defendant acts in a certain way that Plaintiff deems correct to obtain custody of

the Minor Child. Plaintiffs request of Defendant shows she is not interested in the best interest of the child, she is more interested in Defendant proving his devotion to herself and the child, not solely the child.

43. Plaintiff has repeatedly communicated with Defendant what she deems Defendant needs to do to be "trusted", in her eyes, to have custody of the Minor Child. All the demands she has communicated to Defendant that she needs to see to modify the custody order pertain to the Defendant calling the Plaintiff and Minor Child, going to doctors appointments, and spending time with both Plaintiff and Minor Child. Yet in Plaintiffs prior testimony and pleadings she states that Defendant cannot be a fit parent due to drug use, unsuitable home, he's violent, and he's a danger to the Minor Child and herself. Obviously if all Plaintiff needs to see is Defendant calling more, going to doctors appointments, and spending time with Plaintiff and Minor Child to change the custody order, she never truly believed Defendant is a danger to herself or Minor Child, that he's an illegal drug user, or that his home is unsuitable for the Minor Child.
44. Plaintiff has repeatedly shown she is more interested in gaining high child support against the Defendant to punish him for not wanting a romantic relationship with her then gaining the support the Minor Child needs. *See* Exhibit G.
45. Plaintiff on multiple occasions, since the March Order was given, stated that she would go to court and reduce or eliminate the child support. These actions show her intentions with gaining child support is not based on the child's needs or the best interest of the child, but her intentions in trying to build a romantic relationship with the Defendant.
46. Plaintiff was acting in bad faith when she filed her complaint and testified in the Custody hearing, which can be seen through her social media posting. *See* Exhibit H and I.
47. Plaintiff knows the best interest of the Minor Child is to have shared physical and legal custody of the Minor Child, she has repeated such in her communications with the Defendant.
48. It is not within the best interest of the Minor Child to have one of her parents not able to help solely due to the fact Defendant is not allowed to be alone with the Minor Child.

49. It is not within the best interest of the Minor Child to only have the Minor Child build a relationship with one side of her family, Plaintiffs, and not the other, the Defendants.
50. Defendant and Defendants family want to be able to foster a relationship with the Minor Child and that has proven very difficult with the Defendant not having any custody of the Minor Child.
51. Defendant is filing this Petaton in good faith and in the best interest of the Minor Child. Defendant only wants to be able to be the active father he has always wanted to be and do what's best for Minor Child.
52. The Defendant knows of no other cases involving the custody of the Minor Child.
53. That there are no other parties who have an interest in the custody of the Minor Child except the parties hereto who are the biological parents of the Minor Child.

WHEREFORE, the Defendant respectfully requests:

A. That the Court deem the Defendant a fit and proper parent.

B. That the Court grant Defendant joint legal custody of the Minor Child.

C. That the Court grant Defendant shared physical custody of the Minor Child, where the Defendant has custody every other weekend of the Minor Child.

D. That the Court grant Defendants request in reduction of Child Support according to the Child Support Guild Lines.

E. That Defendant be awarded such other and further relief as the nature of his cause may require.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave, Suite 300
Pikesville, MD 21208
Phone: (484) 332-0454
Bar Number:
23112901
sarahspitalnickesq@gmail.com
Counsel for Defendant

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of November, 2023 a copy of the foregoing Petition to Modify Custody and Child Support, Civil Domestic Case Information Report, Notice of Restricted Information, Line of Appearance, and Financial Statement was sent via first class, postage prepaid U.S. Mail to:

Meghan Maggio
7295 Jenna Drive
Marriotsville, Maryland 21104

Sarah Spitalnick Esq.
Attorney for Defendant

E-FILED; Baltimore County Circuit Court
Docket: 12/1/2023 12:26 PM; Submission: 12/1/2023 12:26 PM
Envelope: 14683415

Exhibit A

MEGHAN MAGGIO	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
BLAKE HADEL	*	BALTIMORE COUNTY
Defendant	*	Case No.: C-03-FM-22-005009

* * * * * * * * * * * * *

ORDER

This matter having been called for a default hearing before a Magistrate on March 22, 2023, the Plaintiff, MEGHAN MAGGIO, having appeared with counsel, and the Defendant, BLAKE HADEL, having not appeared, and testimony having been taken, and the Findings and the Recommendations of the Magistrate dated March 22, 2023, having been issued and served, and no Exceptions having been filed, it is, by the Circuit Court for Baltimore County, hereby

ORDERED that the Plaintiff, MEGHAN MAGGIO, shall have Sole Legal Custody and Primary Physical Custody of the minor child of the parties, namely, Sophia Lynn Hadel, born March 2021, and the child's principal residence shall be with the Plaintiff; and it is further

ORDERED that the Defendant, BLAKE HADEL, shall have Visitation and Access with the minor child as determined by the Plaintiff; and it is further

ORDERED that beginning March 1, 2023, the Defendant, BLAKE HADEL, shall pay to the Plaintiff, MEGHAN MAGGIO, the sum of $860.00 per month for the support and maintenance of the Minor Child of the parties, by wage lien through the Office of Child Support Enforcement. See attached Child Support Guidelines Worksheet; and it is further

ORDERED, that:

a. If the Obligor accumulates support payment arrears amounting to more than thirty (30) days of support, the Obligor shall be subject to earnings withholding; and

b. The Obligor is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect; and

c. Failure to comply will subject the Obligor to a penalty not to exceed $250.00 and may result in the Obligor not receiving notice of the proceeding for earnings withholding; and it is further

ORDERED, that the Office of Child Support Enforcement shall determine the Defendant's arrears and any arrears shall also be paid by wage lien through the Office of Child Support Enforcement; and it is further

ORDERED, that unless waived by the Court, that the Plaintiff shall pay any open Court costs.

ALL SUBJECT TO THE CONTINUING JURISDICTION OF THIS COURT.

Michael J. Finifter

JUDGE Michael J. Finifter

This is a proper Order to be signed. 04/06/2023 11:15:06 AM

Suzanne K. Farace 04/06/2023

MAGISTRATE

Entered: Clerk, Circuit Court for Baltimore County, MD
April 7, 2023

E-FILED; Baltimore County Circuit Court
Docket: 1/4/2024 12:49 PM; Submission: 1/4/2024 12:49 PM
Envelope: 14991333

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO DISMISS DEFENDANTS PETITION TO MODIFY CHILD SUPPORT AND CHILD CUSTODY

TO THE HONORABLE JUDGE:

Defendant, Blake Hadel, respectfully opposes Plaintiff's Motion to Dismiss Defendant's Petition to Modify Child Support and Child Custody.

PRELIMINARY STATEMENT

Defendant opposes the Plaintiff's Motion to Dismiss Defendant's Petition to Modify Child Support and Child Custody (hereinafter "The Petition"). Defendant is specifically opposed to Plaintiff's assertion that Defendant did not meet his burden of proving a material change in circumstance has occurred since the entering of the Original Custody Order dated April 7, 2023, and thus the Petition should be dismissed according to Md. Rule 2-322(b)(2) for failure to state a claim which relief can be granted. According to *Wagner v. Wagner,* to obtain a modification of custody, the moving party must prove that there has been a material change in circumstances. *Wagner v. Wagner*, 109 Md. App. 1, 28-33 (Md. Ct. Spec. App 1996). A material change in circumstance is one which affects the welfare of the child. *Gillespie v. Gillespie*, 206 Md. App 146, 171 (Md. Ct. Spec. App. 2012). "[I]n the more frequent case . . . there will be some evidence of changes which have occurred since the earlier [custody] determination was made. Deciding whether those changes are sufficient to require a change in custody necessarily requires

a consideration of the best interest of the child. Thus, the question of "changed circumstances" may infrequently be a threshold question, but is more often involved in the "best interest" determination…" *Id.* The change in circumstances must have arisen after the original custody hearing to avoid relitigating an issue or allowing a disgruntled parent to modify a fair custody agreement *McCready v. McCready*, 323 Md. 476 (Md. 1991). But "[w]hile custody decrees are never final in Maryland, any reconsideration of a decree should emphasize changes in circumstances which have occurred subsequent to the last court hearing. Even this general statement may be subject to exception in the case of prior facts existing but unknown and not reasonably discoverable at the time of the entry of the original order…" *Id.* at *476, 481-482.*

In this present case, Plaintiff's Motion to Dismiss should be rejected out of hand due to Defendant easily pleading material changes in circumstances that affects the welfare of the child. Defendant plead that he has determined that when he has custody of the Minor Child he will have custody at his mother's home, not his own, which is a change that has occurred subsequent to the April Custody Order. Defendant has also plead bad faith on part of the Plaintiff that could not have been discovered prior to or at the time of the Default hearing in March of 2023. Lastly Defendant has plead that the Custody Order that has been in place since April of 2023, has not been shown to be in the best interest of the Minor Child, mainly that the Defendant has not been able to see or spend time with the Minor Child nearly as much as he was able to before the Order was put in place. In Plaintiff's Motion to Dismiss, Plaintiff has specifically ignored all material changes that were plead in The Petition.

For those reasons, the Court should deny the Plaintiff's Motion to Dismiss Defendant's Petition to Modify Child Support and Child Custody.

BACKGROUND

Plaintiff, MEGHAN MAGGIO, and Defendant, BLAKE HADEL, have one (1) minor child in common, namely, Sofia Lynn Hadel, born March 2021 ("Minor Child"). From birth to present, Minor Child has primarily resided with Plaintiff at 7295 Jenna Drive, Marriottsville, Maryland 21104. Plaintiff and Minor Child live with Plaintiff's parents and siblings. Minor Child and Plaintiff had previously resided with Defendant on a partial basis. Minor Child has also spent time alone with the Defendant at his residence prior to the Custody Order that went into place in April 2023.

On or about September 9, 2022, Plaintiff filed a Complaint for Custody requesting sole legal and physical custody of the Minor Child, as well as child support.

On or about November 28, 2022, Plaintiff filed a Request for Order of Default. An Order of Default was signed by the Honorable Judge Michael S. Barranco on or about November 28, 2022.

On March 22, 2023, a default hearing was held before Magistrate Farace. At the hearing Plaintiff appeared with her counsel, witness Ms. Kimmett, and gave testimony and produced evidence that led Magistrate Farace to determine that Plaintiff is a fit parent to have sole legal and physical custody of the Minor Child, and that Defendant was an unfit parent. Defendant was not present at the hearing on March 22, 2023.

On or about March 23, 2023, Magistrate Farace issued her Report and Recommendations in which she recommended that it is in the best interest of the child for Plaintiff to have sole legal and primary physical custody of the Minor Child, that visitation between the Minor Child and Defendant shall be determined by the Plaintiff. In addition, due to the lack of information about

the Defendant's income, the Magistrate calculated child support after finding that "Father is capable of at least earning full-time minimum wage which is $2,296.67 a month."

Neither the Defendant nor the Plaintiff filed Exceptions to the Recommendations of the Magistrate in accordance with Maryland Rules 9-208(f). By the time Defendant received the Report and Recommendation, it was already past the deadline in which he could file an objection.

On April 6, 2023, the Honorable Judge Michael J. Finifter signed the final Order, fully adopting the Recommendations of the Magistrate.

On April 20, 2023, Defendant filed a Petition to Modify Custody in which he requested that this Honorable Court modify the existing Custody Order to award him visitation with the Minor Child as well as a change in child support. Defendant filed this Petition to Modify Custody at the behest of the Plaintiff so that they could jointly modify the April Custody Order to reflect the custody arrangement they both agreed to outside of court.

Plaintiff responded to this Petition and filed a Motion to Dismiss which was granted by the Honorable Judge Battista on June 21, 2023.

On or about July 25, 2023, Plaintiff filed a Petition for Contempt for non-payment of child support.

On or about September 29,2023, almost two months after Plaintiff filed her Petition for Contempt, the court ordered that Plaintiff had twenty days from September 29, 2023, to serve Defendant with the Petition for Contempt.

On or about October 24, 2023, the court dismissed Plaintiff's Petition for Contempt due to lack of service and closed the case.

On or about December 1, 2023, Defendant filed a second Petition to Modify Custody and Child Support. Plaintiff was served December 11, 2023. Defendant's Petition to Modify Custody is incorporated by reference, pursuant to Md. Rule 2-303(d).

On or about December 21,2023, Plaintiff filed a Motion to Dismiss Defendant's Petition to Modify Child Support and Child Custody and filed a Memorandum of Law (hereinafter "Memorandum") supporting her Motion to Dismiss. Plaintiff's Motion to Dismiss is incorporated by reference, pursuant to Md. Rule 2-303(d). Within her Memorandum, Plaintiff states that she has "maintained contact with both Defendant and his family concerning the Minor Child. Although the Plaintiff has offered Defendant opportunities for visitation, the Defendant has chosen not to see the child since last Easter which was April 9, 2023." Defendant has not chosen to not see the Minor Child; Plaintiff has made the opportunities for visitation either with little advanced notice or where the visitation would involve the Plaintiff and Defendant being together. Defendant has made it clear to Plaintiff that he does not want to be physically near the Plaintiff due to her prior assault and her constant stalking of him. The only reason Defendant has not seen the Minor Child since April of 2023 was due to the Plaintiff not offering plausible visitation.

Plaintiff has stated in her Memorandum "Plaintiff has made arrangements with Defendant's mother for visitation for the Christmas holiday." Plaintiff did in fact make arrangements for Defendant and Defendant's mother to spend Christmas Eve with the Minor Child. But when Defendant's mother contacted Plaintiff on Christmas Eve to drop off the Minor Child, Plaintiff refused to allow Defendant and/or his mother to have visitation with the Minor Child on Christmas Eve. She stated that due to the Defendant filing a Protective Order against her she no longer will allow the Minor Child to spend time with Defendant or his mother. Plaintiff also stated, "Despite best efforts to co-parent and to encourage a relationship between the Defendant and Minor Child,

Defendant remains focused on defaming Plaintiff and reducing child support." As seen on Christmas Eve, Plaintiff has not made her best efforts in co-parenting or encouraging a relationship with the Minor Child. Defendant has repeatedly requested the Plaintiff to give earlier notice of possible visitation, have visitation where the Defendant and Plaintiff are not together, or have a schedule for visitation not just whenever it's convenient for the Plaintiff. All of which have been ignored by the Plaintiff. Defendant does want to modify the child support, but his main focus is getting shared custody of the Minor Child. Defendant has never engaged this court or filed anything for the purpose of defaming Plaintiff, he is solely focused on gaining shared custody of the Minor Child.

On or about December 12, 2023, Defendant filed a Petition for a Protective Order against Plaintiff based on a physical assault, stalking, and harassment. Defendant was given a temporary protective order that was in effect from December 12, 2023, to December 19, 2023. (District Court for Baltimore County case no. D-08-FM-23-829061)

On or about December 19, 2023, a hearing on the protective order was held before Honorable Judge Pate. The final protective order was denied.

On or about January 3, 2024, Defendant filed a timely appeal to the Baltimore County Circuit Court to appeal Judge Pate's ruling to deny the Defendant's final protective order. Plaintiff stated in her Memorandum "In an effort to intimidate Plaintiff, on or about December 6, 2023, Defendant filed for a protective order". In no way did the Defendant file for the protective order to intimidate Plaintiff, he filed for a protective order due to his fear for his safety because of Plaintiffs' behavior of assaulting and stalking him.

LEGAL STANDARD

Md. Rule 2-322

Pursuant to Md. Rule 2-322(b)(2), "The following defenses may be made by motion to dismiss filed before the answer, if an answer is required:… (2) failure to state a claim upon which relief can be granted,…" Pursuant to Md. Rule 2-322(c) "If, on a motion to dismiss for failure of the pleading to state a claim upon which relief can be granted, matters outside the pleading are presented to and not excluded by the court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 2-501, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 2-501."

Modification of Custody and Child Support Orders

When the court decides whether to modify a custody order the court must find that there is a material change in circumstances. *Wagner v. Wagner,* 109 Md. App. 1, 28-33 (Md. Ct. Spec. App 1996). A material change is a change that **"**The circumstances to which change would apply would be the circumstances known to the trial court when it rendered the prior order. If the actual circumstances extant at that time were not known to the court because evidence relating thereto was not available to the court, then the additional evidence of actual (but previously unknown) circumstances might also be applicable in respect to a court's determination of change." *Id at 28*. A material change in circumstance is one which affects the welfare of the child. *Gillespie v. Gillespie*, 206 Md. App 146, 171 (Md. Ct. Spec. App. 2012). "[I]n the more frequent case . . . there will be some evidence of changes which have occurred since the earlier [custody] determination was made. Deciding whether those changes are sufficient to require a change in custody necessarily requires a consideration of the best interest of the child. Thus, the question of

"changed circumstances" may infrequently be a threshold question, but is more often involved in the "best interest" determination, where the question of stability is but a factor, albeit an important factor, to be considered." *Id.* "if a court concludes, on sufficient evidence, that an existing provision concerning custody or visitation is no longer in the best interest of the child and that the requested change is in the child's best interest, the materiality requirement will be satisfied." *Barrett v. Ayres,* 186 Md. App. 1, 19.

The court uses the material change in circumstances standard to avoid parties relitigating issues that have already been resolved *McMahon v. Piazze*, 162 Md. App. 588, 596 (Md. Ct. Spec. App 2005). The moving party for modification must plead new evidence to prove a material change in circumstances, again to avoid relitigating of previously resolved matters McCready v. McCready, 323 Md. 476 (Md. 1991). New evidence can either be new facts or events that have occurred since the Order was put in place or "prior facts existing but unknown and not reasonably discoverable at the time of the entry of the original order." *Id.*at 476, 481-482.

"In almost all cases, it is in the best interests of the child to have reasonable maximum opportunity to develop a close and loving relationship with each parent." *Gordon v. Gordon* 174 Md. App. 583, 638. Courts have all agreed that it is well within the best interest of the child to have as much time as possible with both parents, and it is not within the child best interest to be kept from one parent.

ANALYSIS

Defendant opposes' Plaintiff's Motion to Dismiss Defendant's Petition to Modify Child Custody and Child Support because Defendant has easily proven that there have been material changes in circumstances since the April Custody Order.

The Plaintiff, in her Motion to Dismiss, has completely ignored the material changes that were plead in The Petition. Defendant had plead multiple material changes in circumstances, which Plaintiff has either ignored or attempted to have dismissed on the basis of relitigating. Plaintiff argues that the Defendant has not plead new evidence of a change in circumstances and that everything that was plead in The Petition is the Defendant attempting to relitigate already settled issues. Plaintiff also argues that since the Defendant was not present at the March hearing, he cannot address anything that was plead or testified to at the hearing. For Defendant to survive the Motion to Dismiss, he must only show that The Petition had plead a material change in circumstances *Wagner v. Wagner,* 109 Md. App. 1,28, 674 A.2d 1 (1996). The Petition alleges a material change in circumstances in regards to the home in which the Minor Child would stay while in the custody of the Defendant, the Plaintiff has testified and acted in bad faith, and the Order has been shown to not be in the best interest of the Minor Child since the Defendant has barely been able to have visitation with the Minor Child since the Order was put in place. Therefore, the Court should deny Plaintiff's Motion to Dismiss.

1. Change in Defendant's residence as it relates to having custody of the Minor Child

At the time of the custody hearing in March of 2023, Defendant had planned on being at his primary residence when he would have visitation or custody of the Minor Child. On or about late April of 2023 Defendant decided it would be in the best interest of both his family and the Minor Child that when he has custody of the Minor Child it should be at his mother's residence. Defendant believes that the Minor Child should not only have a strong bond with himself, but also his family. Defendant's mother has a suitable residence for the Minor Child, with the Minor Child

having her own bedroom. Defendant's mother has signed a sworn declaration stating she is allowing the Defendant and the Minor Child to stay at her residence when the Defendant has custody of the Minor Child. *See* Exhibit A. A change in residence can be considered a material change in circumstances that effects the welfare of the child and warrant a custody order modification. *Domingues v. Johnson*, 323 Md. 486, 500.

Therefore, The Petition has plead a material change in circumstance that will warrant a modification in the custody order and barring The Petition from being dismissed based on Md. Rule 2-322(b)(2) failure to state a claim in which relief can be granted.

2. Defendant has plead that the current Custody Order is no longer in the best interest of the Minor Child.

a. Plaintiff testified in bad faith at the March 22, 2023, hearing, which could not have been known to the Defendant or the court at the time the hearing took place.

Plaintiff has argued that the Defendant cannot show a material change in circumstances when it relates to testimony or pleadings the Plaintiff gave due to him not being present at the March 2023 hearing. The Plaintiff is correct in arguing that the Defendant cannot relitigate issues already decided by this court since he was not present at the March hearing. But the Plaintiff has failed to understand that the Defendant is not relitigating issues already decided, he is producing newfound evidence that shows bad faith on the part of the Plaintiff that he would not have had the ability to know at the time of the March hearing. New evidence can be either new facts or events that have occurred post the Order being in place or "prior facts existing but unknown and not reasonably discoverable at the time of the entry of the order" McCready v. McCready, 323 Md. 476, 481-482 (Md. 1991).

Defendant has plead that since the entry of the Order, Plaintiff has shown through her communications with him that she testified in bad faith. Plaintiff, on multiple occasions, has stated to Defendant that she wants to modify the custody and child support order. On or about April 13, 2023, Plaintiff had contacted Defendant about modify the custody order that went in place April 7, 2023. Plaintiff not only told Defendant to file for modification and that she will consent to it, but also showed Defendant exactly how to fill out the modification form and what to write in the petition. *See* Exhibit B. Plaintiff not only encouraged but walked the Defendant through the modification form so that they could change the custody order. *See* Exhibit B. Defendant would have never filed for this modification in April if Plaintiff did not encourage him to do so.

On or about May 10, 2023, Plaintiff had sent the Defendant "the packet", which refers to a joint statement of parties concerning decision making authority and parenting time. Plaintiff had filled out the entire form on her own, Defendant did not in any way harass or coerce Plaintiff into filling out this form. It can be seen through text communications between the two parties, that Plaintiff is the one initiating this packet and the one filling it out. Plaintiff can be seen working with Defendant to create a custody plan that they are both confrontable with. *See* Exhibit C. On or about the same day, Defendant contacted Plaintiff regarding her Answer to his modification petition. Plaintiff stated she did not answer the modification petition, when in reality her and her counsel had filed an answer followed by a motion to dismiss. *See* Exhibit D. When Defendant addressed Plaintiff about her answer and motion to dismiss, Plaintiff lied and stated she did not file those documents and that she was still interested in filing the joint statement of parties concerning decision making authority and parenting time. *See* Exhibit D. Plaintiff not only encouraged Defendant to file for modification but went as far as to harass him to fill out the forms to change the custody and child support. *See* Exhibit E. Nowhere in the communications between

the Plaintiff and Defendant around this time did Plaintiff ever state to Defendant that she is fearful of him, that the Minor Child is not safe around him, or that he is unfit to have regular custody of the Minor Child.

After the March hearing Plaintiff had contacted Defendant twice to have him watch the Minor Child by himself without supervision. On or about April 1, 2023, Plaintiff had contacted Defendant requesting him to watch the Minor Child at his home for a few hours in the afternoon *See* Exhibit F. Then on or about July 22, 2023, Plaintiff again contacted Defendant to watch the Minor Child in his gym's daycare so Plaintiff could go to an appointment *See* Exhibit G. These requests were made after Plaintiff testified in court that she didn't believe Defendants home was suitable, that he was a danger to her and the Minor Child, and that he is unfit to have the Minor Child alone. Plaintiff showed that her testimony at the March hearing was untruthful and did not accurately reflect the true situation that existed at the time.

Plaintiff has shown through her communications with Defendant post-custody order, that she not only believes that joint custody is in the best interest of the Minor Child, but what she testified in court to her reasons to have sole custody, she was not being truthful. The discovery that the Plaintiff testified in bad faith at the March hearing could not have been known at the time of the hearing. These discoveries could have only been made after the hearing took place. Since these discoveries could have only been made after the Order was given, they can be used as evidence for a material change in circumstances and not considered a mere attempt to relitigate the March hearing McCready v. McCready, 323 Md. 476, 481-482 (Md. 1991).

b. <u>The Minor Child has spent almost not time with the Defendant due to visitation be solely in Plaintiffs deference.</u>

It is well established that the best interest of the child is to spend the maximum amount of time with both parents to be able to build a bond with the child *Gordon v. Gordon* 174 Md. App. 583, 638. Since the entry of the April Order, not only has the Minor Child barely been able to be around the Defendant, but also since the Defendant hasn't seen the Minor Child, he has lost his ability to build a bond with the Minor Child. The main reason for the Defendant not having visitation with the Minor Child is due to the Plaintiff's behavior. Over the last 8 months the Plaintiff has only offered visitation to the Defendant on a last second notice, where the Defendant would be alone with the Minor Child, or where the visitation included the Defendant and Plaintiff to be together. Defendant has made it very clear to the Plaintiff that he is more than willing to have visitation with the Minor Child if he has more than a last second notice or have it not involve the Plaintiff and Defendant being together, which both requests the Plaintiff has completely ignored.

The April Order gave Plaintiff total control over whether or not the Minor Child can have visitation with the Defendant. Plaintiff has showed on numerous occasions that she has not acted within the best interest of the Minor Child, she simply does what is convenient for her. Plaintiff is more concerned with using the Minor Child to create a relationship with Defendant then doing what is best for the Minor Child.

On or about May 6, 2023, Plaintiff had contacted Defendant concerning Mother's Day and what Defendant, if anything, was planning to do for her on Mother's Day. Defendant told Plaintiff that he would be at his mother's residence and that he would like to have the Minor Child. Plaintiff responded stating she wanted to have the Minor Child for Mother's Day and Defendant agreed to avoid an argument. Plaintiff then responds in an aggressive manner addressing the Defendant spending his money on dates with other girls but not on her for Mother's Day, to which Defendant never responded. *See* Exhibit H. Plaintiff is easily seen through this communication with

Defendant that she was not concerned with the Minor Child's wellbeing for Mother's Day, just what Defendant would do for her.

Then on or about December 24, 2023, Defendant's mother had made arrangements with Plaintiff to have the Minor Child with her and Defendant to celebrate Christmas. When Defendant's mother contacted Plaintiff about the exchange of the Minor Child, Plaintiff revoked the visitation because Defendant had filed a protective order against her. With this revocation at the last minute solely due to Defendant filing a protective order against her, it shows that Plaintiff was not doing what is best for the Minor Child, she was doing what was best for herself.

With Plaintiff being given all the control to decide when and where Defendant can have visitation, the court assumed and trusted that she would do everything she could to foster a relationship between the Minor Child and Defendant and do what was best for the Minor Child, regardless of her feelings towards the Defendant *Gordon v. Gordon* 174 Md. App. 583, 638. Plaintiff has shown over the last 8 months she is not putting the Minor Child's best interest first when it comes to visitation with Defendant. Every time Defendant has taken any actions or steps to gain regular custody of the Minor Child, attempt to distance himself from her, or create other romantic relationships with other women, the Plaintiff either withholds the Minor Child from Defendant and Defendant's family or makes any opportunity for visitation very difficult.

Since Plaintiff has consistently shown over the course of the last 8 months that she is not putting the best interest of the Minor Child first when it comes to visitation, the current custody order is no longer in the best interest of the Minor Child, creating a material change in circumstances that is affecting the wellbeing of the Minor Child. "if a court concludes, on sufficient evidence, that an existing provision concerning custody or visitation is no longer in the best interest

of the child and that the requested change is in the child's best interest, the materiality requirement will be satisfied." *Barrett v. Ayres,* 186 Md. App. 1, 19.

CONCLUSION

WHEREFORE, for the foregoing reasons, the Defendant respectfully requests that this Court DENY the Plaintiff's Motion to Dismiss.

Respectfully submitted,

Sarah Spitalnick

Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Baltimore Maryland, 21208
Phone: (484) 332-0454
CPF#: 23112901
sarahspitalnickesq@gmail.com
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of January 2024, a true and correct copy of the foregoing Opposition to Plaintiffs' Motion to Dismiss and Proposed Order was sent via MDEC to:

Jocelyne Gresock
The Women's Law Center
102 W. Pennsylvania Ave., Ste. 100
Towson, Maryland 21204
Counsel for Plaintiff

Sarah Spitalnick

Sarah Spitalnick, Esq.
Counsel for Defendant

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Main: 410-887-2601

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

To: SARAH SPITALNICK

MEGHAN MAGGIO VS. BLAKE HADEL

NOTICE OF REJECTED SUBMISSION

Note to clerk: Use this form only for Registered Users under Md. Rule 20-101.

The court has rejected your submission for the following reason(s):

- ☐ The submission is required to be filed electronically. (Md. Rule 20-106(d)(2)(B)).
- ☒ The submission contains ☒ one document ☐ multiple documents with restricted information, and you did not file a Notice of Restricted Information (MDJ-008) for each. (Md. Rule 20-201.1).
- ☐ The submission contains ☐ one document ☐ multiple documents with restricted information, and you did not file both an unredacted and a redacted version of the submission for each. (Md. Rules 20-101.1 and 20-201.1(c)).
- ☐ The submission does not contain sufficient information for the court to determine the correct case number. (Md. Rule 20-203(a)(3)(B)).
- ☐ The submission consists of discovery material which you intend to file into the case file. Discovery material may be filed electronically as a "service only" transaction. (Md. Rule 20-206).
- ☐ The filing includes a request to place a document included in the submission under court seal and does not contain either an existing order or an attached motion and proposed order. (Md. Rule 20-203(f)(3).
  NOTE: A submission refiled within fourteen (14) days after this notice is sent will relate back to the filing of the rejected submission.

Additional information concerning the Maryland Electronic Courts (MDEC) system and e-filing can be found on the Judiciary website at mdcourts.gov/mdec/efiling

Julie L. Ensor
Clerk of the Circuit Court

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Main: 410-887-2601

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

To: SARAH SPITALNICK

MEGHAN MAGGIO VS. BLAKE HADEL

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Julie L. Ensor
Clerk of the Circuit Court

E-FILED; Baltimore County Circuit Court
Docket: 1/8/2024 10:18 AM; Submission: 1/8/2024 10:18 AM
Envelope: 15016595

Exhibit A

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DECLARATIOIN OF BRENDA HADEL

I, Brenda Hopka- Hadel, the undersigned do swear and affirm under the penalty of perjury that I have voluntarily allowed and will allow my son, Blake Hadel, and his minor daughter, Sofia Lynn Hadel, to reside with me at my home when Blake has custody of Sofia. I have a bedroom in my home designated specially for Sofia and her needs. My home is suitable for Sofia to reside in while under the custody of Blake. I intend to allow Blake and Sofia to reside at my home indefinitely.

Blake is a good and responsible father to Sofia. Blake not having any custody of Sofia has been hard not only on him but also on me and my family. Me and my family want to build a relationship with Sofia so that she can have a relationship with both sides of her family.

11-19-23

Date

Brenda Hopka-Hadel

Brenda Hopka-Hadel

6715 German Hill Road

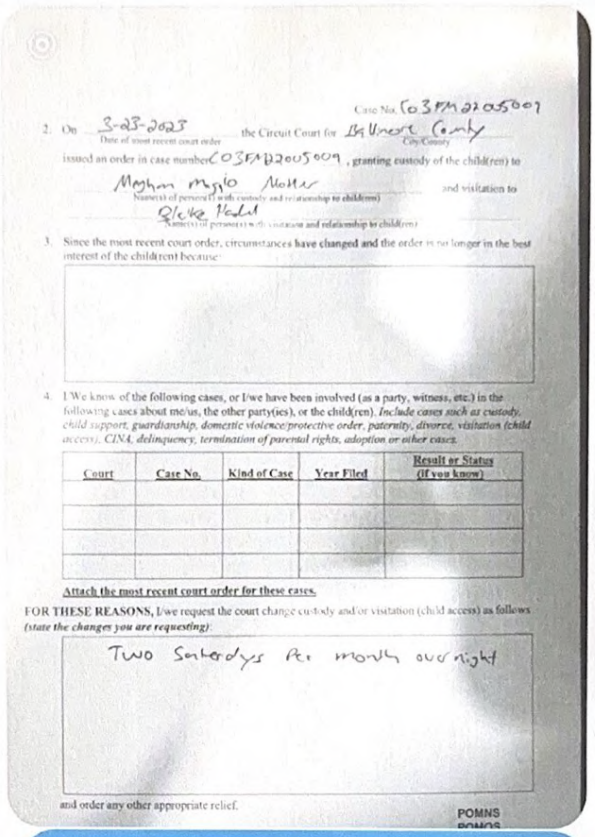
Baltimore MD, 21222

10:55

53

MM

Meghan



Case No. C03FM22005009

2. On 3-23-2023 (Date of most recent court order) the Circuit Court for Baltimore County (City/County)
issued an order in case number C03FM22005009, granting custody of the child(ren) to
Meghan Miglio Mother
(Name(s) of person(s) with custody and relationship to child(ren))
and visitation to
Ricky Medd
(Name(s) of person(s) with visitation and relationship to child(ren))

3. Since the most recent court order, circumstances have changed and the order is no longer in the best interest of the child(ren) because:

4. I/We know of the following cases, or I/we have been involved (as a party, witness, etc.) in the following cases about me/us, the other party(ies), or the child(ren). *Include cases such as custody, child support, guardianship, domestic violence/protective order, paternity, divorce, visitation (child access), CINA, delinquency, termination of parental rights, adoption or other cases.*

Court	Case No.	Kind of Case	Year Filed	Result or Status (If you know)

Attach the most recent court order for these cases.

FOR THESE REASONS, I/we request the court change custody and/or visitation (child access) as follows *(state the changes you are requesting)*:

Two Saturdays A month overnight

and order any other appropriate relief.

POMNS

What do you want me to put in that box?

Well put father next to your name. You missed relationship you child on line 2

And you spelled Saturday wrong in that box

OK I'll change it. What should I write for number three

You need to be more specific for the for these reasons section.

iMessage

10:57

53

MM

Meghan

Mon, Apr 17 at 2:56 PM

An update? Did you turn it in?

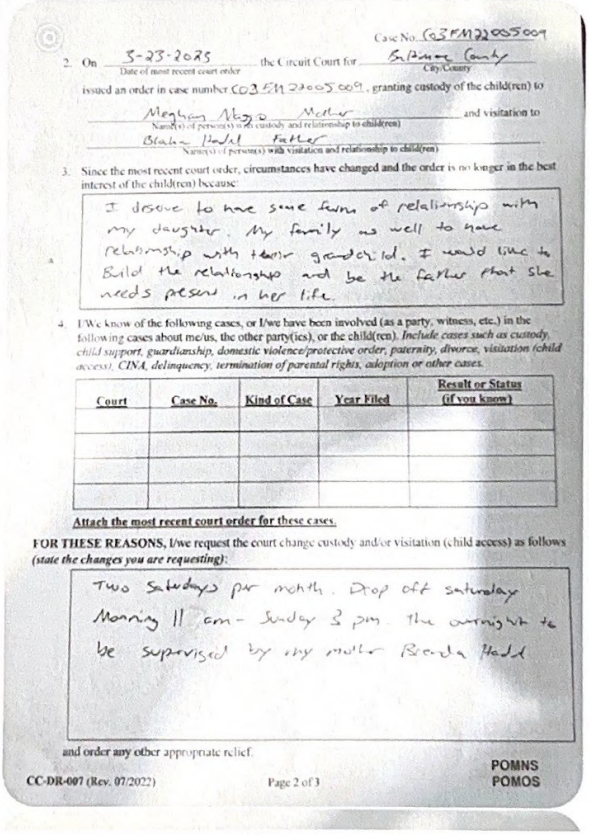
Tomorrow morning

Can I ask why it keeps getting pushed?

I'm almost back to finish filling it out

Can u send food then

Mon, Apr 17 at 4:25 PM



Case No. C03FM22005009

2. On 5-23-2025 (Date of most recent court order) the Circuit Court for Calvert County (City/County)
issued an order in case number C03FM22005009, granting custody of the child(ren) to
Meghan Nagle Mother (Name(s) of person(s) with custody and relationship to child(ren)) and visitation to
Blake Hadl Father (Name(s) of person(s) with visitation and relationship to child(ren))

3. Since the most recent court order, circumstances have changed and the order is no longer in the best interest of the child(ren) because:
I desire to have some form of relationship with my daughter. My family as well to have relationship with their grandchild. I would like to build the relationship and be the father that she needs present in her life.

4. I/We know of the following cases, or I/we have been involved (as a party, witness, etc.) in the following cases about me/us, the other party(ies), or the child(ren). *Include cases such as custody, child support, guardianship, domestic violence/protective order, paternity, divorce, visitation (child access), CINA, delinquency, termination of parental rights, adoption or other cases.*

Court	Case No.	Kind of Case	Year Filed	Result or Status (if you know)

Attach the most recent court order for these cases.

FOR THESE REASONS, I/we request the court change custody and/or visitation (child access) as follows *(state the changes you are requesting)*:
Two Saturdays per month. Drop off saturday Morning 11 am - Sunday 3 pm. The overnight to be supervised by my mother Brenda Hadl

and order any other appropriate relief.

CC-DR-007 (Rev. 07/2022) Page 2 of 3 POMNS POMOS

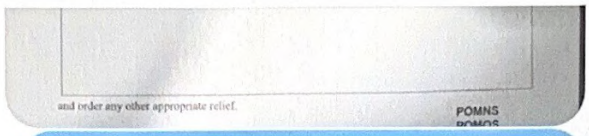
iMessage

10:56

53

MM

Meghan



What do you want me to put in that box?

Well put father next to your name. You missed relationship you child on line 2

And you spelled Saturday wrong in that box

OK I'll change it. What should I write for number three

You need to be more specific for the for these reasons section.

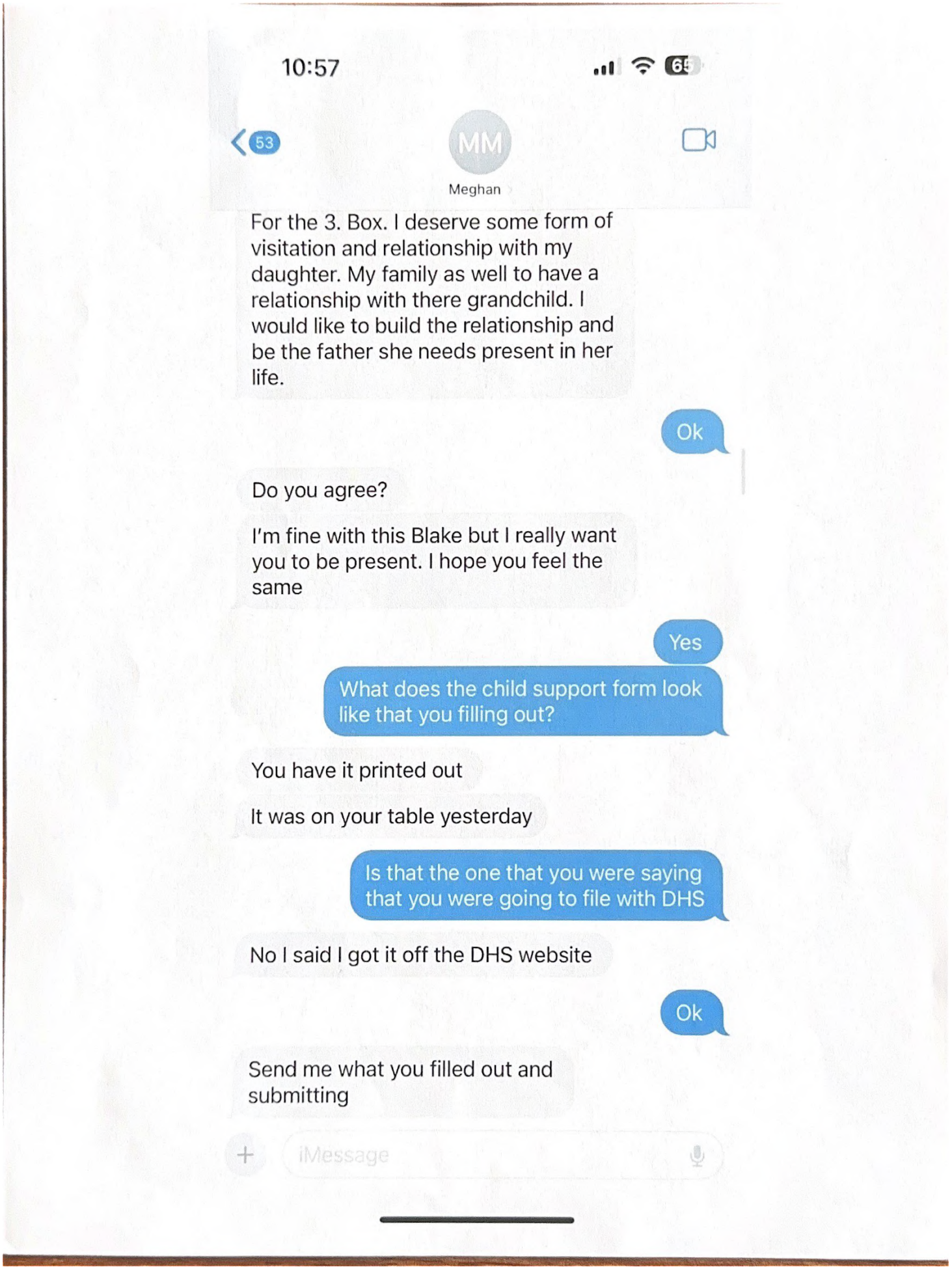
What do you want me to put?

Two saturdays per month, drop off Saturday morning at 11am- Sunday 3pm. The overnight to be supervised by my mother;Brenda Hadel.

For the 3. Box. I deserve some form of visitation and relationship with my daughter. My family as well to have a relationship with there grandchild. I would like to build the relationship and be the father she needs present in her life.

Ok

iMessage


10:57
53
MM
Meghan
For the 3. Box. I deserve some form of visitation and relationship with my daughter. My family as well to have a relationship with there grandchild. I would like to build the relationship and be the father she needs present in her life.
Ok
Do you agree?
I'm fine with this Blake but I really want you to be present. I hope you feel the same
Yes
What does the child support form look like that you filling out?
You have it printed out
It was on your table yesterday
Is that the one that you were saying that you were going to file with DHS
No I said I got it off the DHS website
Ok
Send me what you filled out and submitting
iMessage

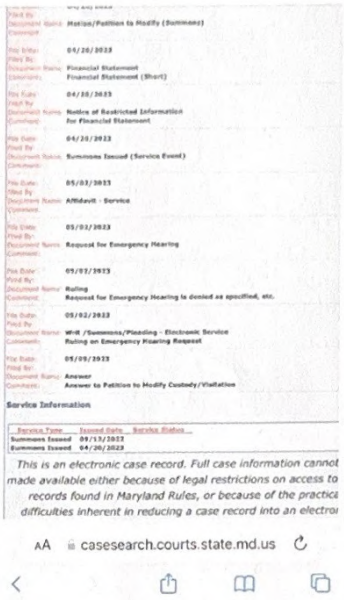
10:09

78

52

MM

Meghan



Motion/Petition to Modify (Summons)

04/20/2023

Financial Statement

Financial Statement (Short)

04/20/2023

Notice of Restricted Information for Financial Statement

04/20/2023

Summons Issued (Service Event)

05/02/2023

Affidavit - Service

05/02/2023

Request for Emergency Hearing

05/02/2023

Ruling

Request for Emergency Hearing is denied as specified, etc.

05/02/2023

Writ /Summons/Pleading - Electronic Service

Ruling on Emergency Hearing Request

05/09/2023

Answer

Answer to Petition to Modify Custody/Visitation

Service Information

Service Type	Issued Date	Service Status
Summons Issued	05/11/2023	
Summons Issued	04/20/2023	

This is an electronic case record. Full case information cannot made available either because of legal restrictions on access to records found in Maryland Rules, or because of the practica difficulties inherent in reducing a case record into an electroi

AA casesearch.courts.state.md.us

What was your answer to petition?

Idk I never gave an answer. I saw it was denied and that was it. I also haven't gotten anything in the mail

Have you?

The emergency hearing is denied you idiot

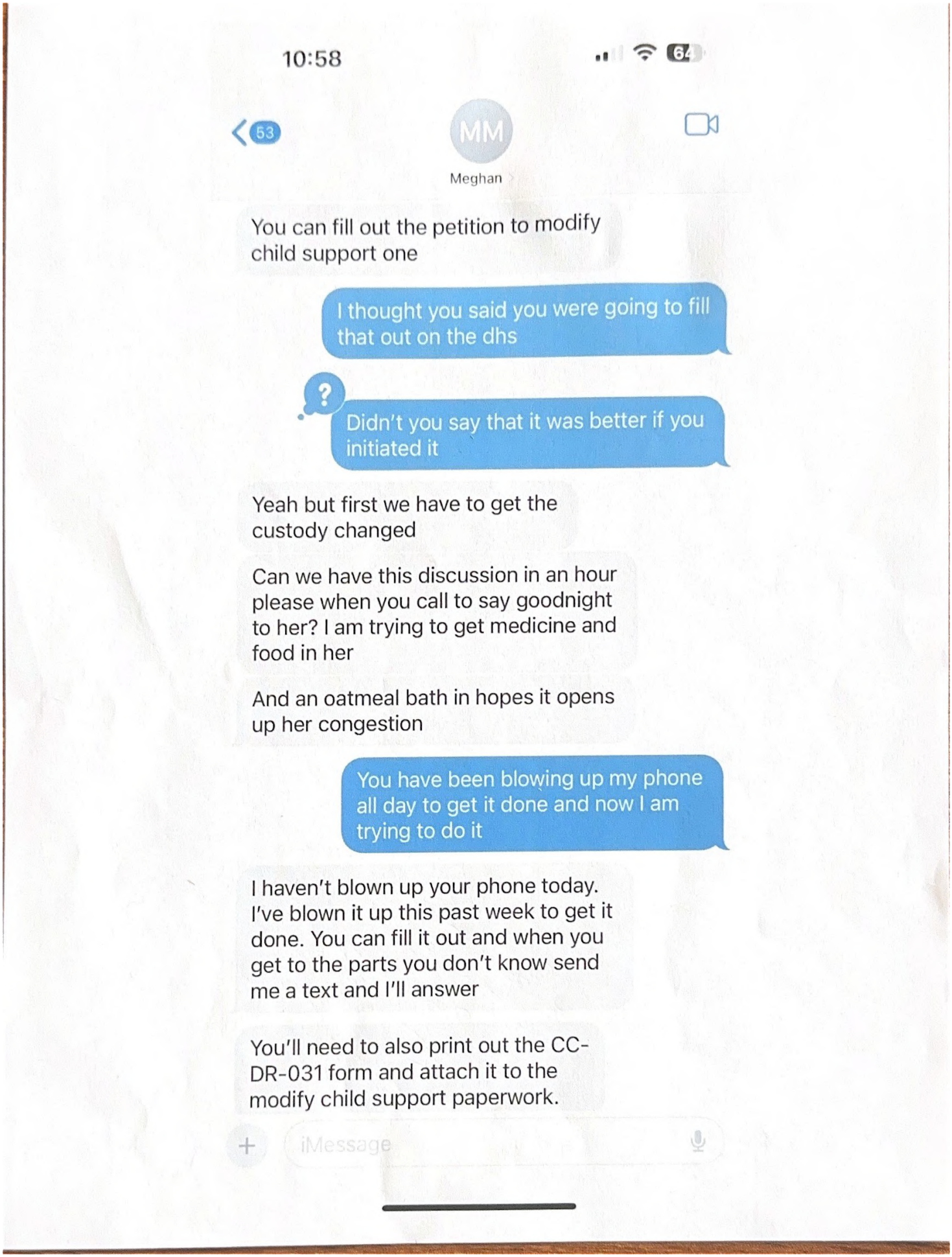
Now it's going to take longer

Why are you calling me names....

Maybe the judge or clears made an answer? I didn't

Thu, May 11 at 9:56 AM

iMessage


10:58
64
53
MM
Meghan
You can fill out the petition to modify child support one
I thought you said you were going to fill that out on the dhs
?
Didn't you say that it was better if you initiated it
Yeah but first we have to get the custody changed
Can we have this discussion in an hour please when you call to say goodnight to her? I am trying to get medicine and food in her
And an oatmeal bath in hopes it opens up her congestion
You have been blowing up my phone all day to get it done and now I am trying to do it
I haven't blown up your phone today. I've blown it up this past week to get it done. You can fill it out and when you get to the parts you don't know send me a text and I'll answer
You'll need to also print out the CC-DR-031 form and attach it to the modify child support paperwork.
iMessage

10:39

52

MM

Meghan

Fri, Mar 31 at 6:49 PM

Should I cancel your groceries or are you going to be home in time tomorrow morning to get them

You said you were making that room Sofias again.... Not moving in another roommate...?

I'll ft at 8

Yes

She's in the tub right now

I'm sorry but this isn't going to work out. I wish you the best in life and I hope you are really happy.

Agreed

Can you Zelle me back for dinner pls

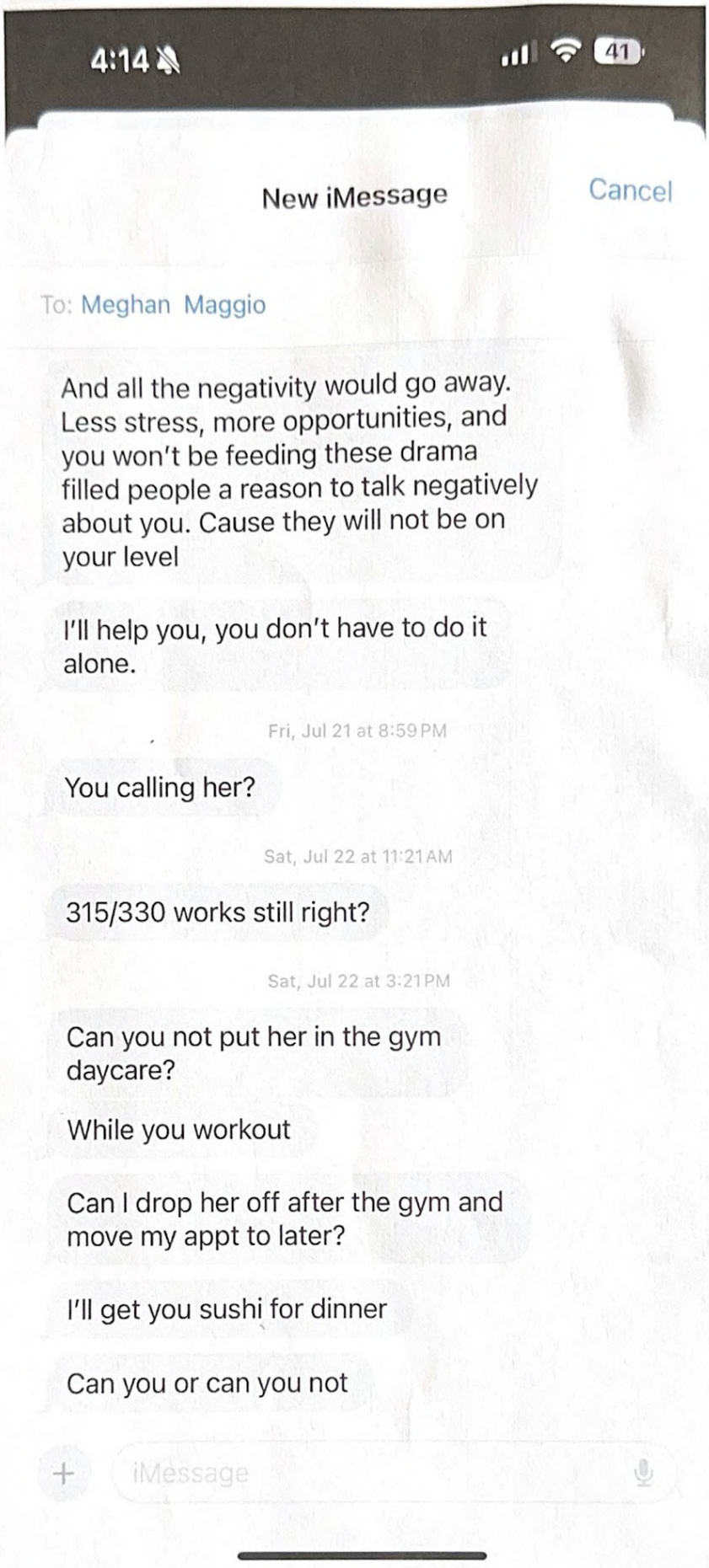
Is it unblocked?

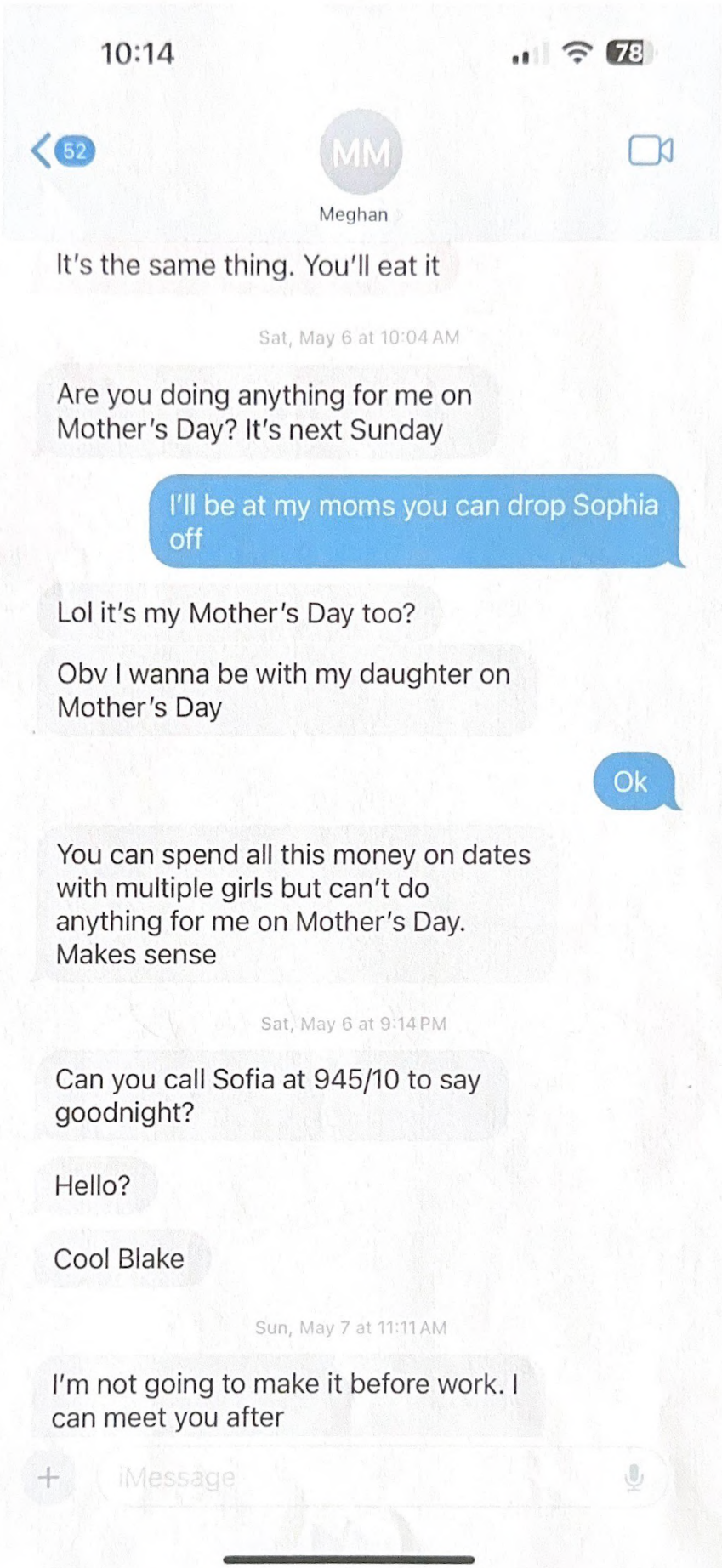
Sat, Apr 1 at 8:36 AM

Do you want Sofia this afternoon for a few hours

Sat, Apr 1 at 10:05 AM

iMessage


4:14
41
New iMessage
Cancel
To: Meghan Maggio
And all the negativity would go away. Less stress, more opportunities, and you won't be feeding these drama filled people a reason to talk negatively about you. Cause they will not be on your level
I'll help you, you don't have to do it alone.
Fri, Jul 21 at 8:59 PM
You calling her?
Sat, Jul 22 at 11:21 AM
315/330 works still right?
Sat, Jul 22 at 3:21 PM
Can you not put her in the gym daycare?
While you workout
Can I drop her off after the gym and move my appt to later?
I'll get you sushi for dinner
Can you or can you not
iMessage


10:14
78
52
MM
Meghan
It's the same thing. You'll eat it
Sat, May 6 at 10:04 AM
Are you doing anything for me on Mother's Day? It's next Sunday
I'll be at my moms you can drop Sophia off
Lol it's my Mother's Day too?
Obv I wanna be with my daughter on Mother's Day
Ok
You can spend all this money on dates with multiple girls but can't do anything for me on Mother's Day. Makes sense
Sat, May 6 at 9:14 PM
Can you call Sofia at 945/10 to say goodnight?
Hello?
Cool Blake
Sun, May 7 at 11:11 AM
I'm not going to make it before work. I can meet you after
iMessage

E-FILED; Baltimore County Circuit Court
Docket: 2/8/2024 4:29 PM; Submission: 2/8/2024 4:29 PM
Envelope: 15364764

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22-005009

DEFENDANT'S MOTION FOR REASONABLE ATTORNEYS' FEES

Defendant BLAKE HADEL, by and through his attorney, Sarah Spitalnick Esq., hereby file this Motion for Reasonable Attorneys' Fees pursuant to MD Rule 1-341(a)(b), and states as followed:

1. Defendant filed his second Petition to Modify Custody and Child Support on or about December 1, 2023 (hereinafter "The Petition").
2. Plaintiff was served with The Petition at her residence located at 7295 Jenna Drive Marriottsville MD, on or about December 11, 2023.
3. Plaintiff filed her Answer and Motion to Dismiss Defendant's Petition to Modify Custody and Child Support on or about December 21, 2023.
4. Defendant filed his timely Opposition to Plaintiff's Motion to Dismiss on or about January 4, 2024.
5. On or about January 12, 2024, the Court had DENIED Plaintiff's Motion to Dismiss and denied Plaintiff's request for a hearing on the Motion to Dismiss.
6. Within The Petition, Defendant had plainly plead facts that warrant a modification to a custody or child support order. The Petition clearly plead facts that show a material change in circumstances, the standard for a modification in custody or child support.

7. “Rule 1-341 requires a court to make two separate findings, each with different, but related, standards of review. The judge must first find that the conduct of a party during a proceeding, in defending or maintaining the action, was without substantial justification or was done in bad faith” *Inlet Assocs. V. Harrison Inn Inlet, Inc.,* 324 Md. 254, 267-68, 596 A.2d 1049, 1056 (1991). Next, the judge must separately find that the acts committed in bad faith or without substantial justification warrant the assessment of attorney's fees.*Id.*
8. According to Md. Code, FL§ 7-107(a)-(d), when the court finds that Rule 1-341 is satisfied the court must then look to the financial statues of both parties involved in the custody suit to make sure that the award of attorney’s fees will not harm one of the parties that cascaded to the minor child. The court must find that the offending party will not be financially harmed to the point where the offending party will not be able to reasonably care for the child financially.
9. Plaintiff has filed her Motion to Dismiss without substantial justification. The Petition had clearly plead material changes in circumstances in regard to change of Defendants residence, the discovery of Plaintiff’s bad faith testimony at the March default hearing, and showing that the current custody order is no longer within the best interest of the child.
10. Defendant’s Counsel spent 17.6 hours, at $150.00 an hour, drafting the Opposition to the Motion to Dismiss. Defendant’s Counsel spent 5.2 hours, at $150.00 an hour, drafting the Motion for Reasonable Attorney’s Fees and Memorandum of Law in Support of the Motion for reasonable Attorney’s Fees.

11. The attached Memorandum of Law is incorporated by reference, pursuant to Md. Rule 2-303(d).
12. Plaintiff is fit and proper to pay Defendant's reasonable counsel fees that he incurred from defending against Plaintiff's frivolous Motion to Dismiss and from drafting this Motion for Reasonable Attorney's Fees and Memorandum of Law.

WHEREFORE, for the foregoing reasons, Defendant respectfully moves pursuant to Rule 1-341 and Md. Code, FL§ 7-107(a)-(d), that this Honorable Court award Plaintiff $3,420.00 in reasonable attorney's fees.

Respectfully submitted,

Sarah Spitalnick

Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Baltimore Maryland, 21208
Phone: (484) 332-0454
CPF#: 23112901
sarahspitalnickesq@gmail.com
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of February 2024, a true and correct copy of the foregoing Motion for Reasonable Attorney's Fees, Memorandum of Law in Support of the Motion for Reasonable Attorney's Fees and Proposed Order was sent via MDEC to:

William Bradley Bauhof
W. Bradley Bauhof, LLC.
8 North Court St., Ste A
Westminster, MD 21157
Counsel for Plaintiff

Sarah Spitalnick

Sarah Spitalnick, Esq.
Counsel for Defendant

E-FILED; Baltimore County Circuit Court
Docket: 2/8/2024 4:29 PM; Submission: 2/8/2024 4:29 PM
Envelope: 15364764

Exhibit A

E-FILED; Baltimore County Circuit Court
Docket: 12/20/2023 12:58 PM; Submission: 12/20/2023 12:58 PM
Envelope: 14875596

Women's Law Center of Maryland
JUSTICE FAIRNESS EQUALITY
102 West Pennsylvania Avenue, Suite 100 Towson, MD 21204
phone 410-321-8761 fax 410-321-0462 www.wlcmd.org

MEMORANDUM

TO: Clerk of Court
Circuit Court for Baltimore County

FROM: Laure Ruth
Legal Director
Women's Law Center of Maryland

DATE: December 20, 2023

RE: Statement in Support of Waiver of Prepaid Costs by Clerk, in accordance with Maryland Rule 1-325

This is to advise you that the Women's Law Center of Maryland and its attorney, Jocelyne Gresock, Esq., is representing the Plaintiff, MEGHAN MAGGIO, on a pro bono basis.

The Women's Law Center receives funding from or has otherwise been approved by the Maryland Legal Services Corporation to provide civil legal services on behalf of low-income persons. Meghan Maggio meets the financial eligibility requirements of the Corporation, and payment of the filing fees or other court costs related to this matter is not required under the Prisoner Litigation Act, Maryland Code, Courts Article, §5-1002.

Thank you in advance for your cooperation with this matter. If you have any questions, please do not hesitate to call me at 410-321-8761.

E-FILED; Baltimore County Circuit Court
Docket: 9/9/2022 10:35 AM; Submission: 9/9/2022 10:35 AM

C-03-FM-22-005009

Women's Law Center of Maryland
JUSTICE FAIRNESS EQUALITY

305 West Chesapeake Avenue, Suite 201 Towson, MD 21204
phone 410 321-8761 fax 410 321-0462 www.wlcmd.org

MEMORANDUM

TO: Clerk of Court
Circuit Court for Baltimore County

FROM: Laure Ruth
Legal Director
Women's Law Center of Maryland

DATE: September 9, 2022

RE: Statement in Support of Waiver of Prepaid Costs by Clerk, in accordance with Maryland Rule 1-325

This is to advise you that the Women's Law Center of Maryland and its attorney, Jocelyne Gresock, Esq., is representing the Plaintiff, MEGHAN MAGGIO, on a pro bono basis.

The Women's Law Center receives funding from or has otherwise been approved by the Maryland Legal Services Corporation to provide civil legal services on behalf of low-income persons. Meghan Maggio meets the financial eligibility requirements of the Corporation, and payment of the filing fees or other court costs related to this matter is not required under the Prisoner Litigation Act, Maryland Code, Courts Article, §5-1002.

Thank you in advance for your cooperation with this matter. If you have any questions, please do not hesitate to call me at 410-321-8761.

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DEFENDANTS PETITION TO MODIFY CUSTODY AND CHILD SUPPORT

COMES NOW, the Defendant, Blake Hadel (hereinafter "Defendant" or "Father") by and through his attorney, Sarah Spitalnick Esq. herby files this Petition for Modification of Custody and Child Support (hereinafter "Petition") and in support thereof states:

1. That this Court has jurisdiction over this case pursuant to the *Family Law Article* of the Maryland Annotated Code.
2. That this Court has venue over this case pursuant to the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code.
3. That the Defendant is a resident of Baltimore County, where he has resided for more than six (6) months prior to the filing of this Petition.
4. That the parties are the biological parents of one (1) child, namely Sofia Lynn Hadel, born in Marsh of 2021.
5. That the Plaintiff filed a Complaint for Custody in the above captioned matter on September 9, 2022. *See* Docket Entry 1. On March 22, 2023 the Magistrate released their Report and Recommendations, which were then written into the Custody and Child Support Order filed on April 7, 2023.
6. The April 7, 2023 Order gave Plaintiff Sole Legal Custody and Primary Physical Custody of the minor child and the minor child's principal residence shall be with the Plaintiff. It was ordered

that Defendant have supervised visitation and access to the minor child and pay child support in the amount of $860.00. *See* Exhibit A.

7. Since the entry of the Custody and Child Support Order there has been a material change in circumstances which warrants a modification in Child Support and Custody.

Child Support

8. According to the Magistrate's Report and Recommendation, Defendants income was $2,296.67 a month based on Maryland guidelines and Plaintiffs testimony. This amount is an incorrect representation of the Defendants income. Defendants monthly income is $1,250.
9. Defendants income is significantly lower than what was used in determining the child support amount.

Child Custody

Parental Fitness

10. According to the Child Custody Order, Defendant is an unfit father, who is only allowed supervised visitation at the mothers discretion.
11. Defendant was deemed an unfit father based on the Plaintiffs and the Plaintiffs witness testimony at the Custody Hearing on March 22, 2023.
12. The Plaintiff and her witness Ms. Rachael Kimmett, testified that the Defendant is an illegal drug user, resides in an unhospitable home, has never taken care of the child, is violent and a danger to the Minor Child, and has not paid any child support. All of these allegations are completely false.
13. Defendant is not an illegal drug user, and this can easily be shown through a drug test. The only medications the Defendant takes are prescribed to him by his primary care physician.
14. Plaintiff also has a history of prior illegal drug use, where on one occasion she had to be rushed to a local hospital for an illegal drug related innocent.
15. Plaintiff's history of drug abuse has extended to after the Minor Child is born. *See* Exhibit B and C

16. Plaintiffs witness, Ms. Kimmett, has a history of domestic abuse and child abuse, where on one occasion she received a temporary protective order to stay away from and refrain from abusing her minor child. On another occasion she had received a permanent peace order against her by another individual.
17. Plaintiffs and Ms. Kimmett's description of the Defendants home are widely inaccurate and irrelevant to this matter. The Defendant lives in a three (3) bedroom home that is a suitable residence and not a "frat house" as Ms. Kimmett described.
18. Plaintiff has contradicted herself on her opinion of Defendants house and its suitability. Right after the Minor Child was born Plaintiff and the Minor Child partially resided at Defendant's home. Plaintiff and Minor Child would have continued to partially reside at Defendants home if Defendant continued to allow it. Plaintiff obviously considered Defendants home suitable right after the Minor Child was born, and since then Defendant has only made improvements on his home.
19. Even with the Defendants home being a suitable residence, he has decided that when he has custody of the Minor Child he will reside at his mothers home. Defendants mother, Brenda Hopka-Hadel, has a suitable residence for the Minor Child to stay, including a bedroom solely for the Minor Child. This not only gives the Minor Child a suitable residence to partially live at but also gives Defendants family the ability to build a relationship with the Minor Child.
20. Defendants mother has voluntarily and fully agreed to allow the Defendant and Minor Child to reside with her while Defendant has custody of the Minor Child. *See* Exhibit D
21. Since the birth of the Minor Child, the Defendant has attempted to take care of the Minor Child and had been present in the Minor Childs life.
22. Shortly after the birth of the Minor Child, Defendant had allowed Plaintiff and Minor Child to stay at his residence to foster a relationship and take care of the Minor Child.
23. The only reason the Defendant stopped allowing Plaintiff and Minor Child to stay at his residence was due to the Plaintiff's unwelcomed and continuous attempts to start a romantic relationship

with the Defendant. The Defendant had made it clear to the Plaintiff he had no intentions of being in a romantic relationship with her and he only wanted to foster a relationship with the Minor Child.

24. After Defendant told the Plaintiff she is no longer welcome at his residence, he attempted to still foster a relationship with the Minor Child, but that was short lived due to the Plaintiffs behavior.
25. Every time Defendant would attempt to spend time with the Minor Child, Plaintiff would still push to reconcile with Defendant and have a romantic relationship together. This caused constant arguments and tension, which neither are healthy for either party or the Minor Child.
26. Wanting to avoid altercations and arguments with Plaintiff, Defendant attempted to have visitation with the Minor Child without the Plaintiff present, which the Plaintiff fought on most occasions.
27. Once the Defendant realized there was very little chance of him being able to foster a relationship with the Minor Child without the Plaintiff present, he withdrew his attempts to see the Minor Child to avoid altercations and arguments.
28. At no point since the birth of the Minor Child did Defendant lose interest in taking care of the Minor Child or not want to foster a relationship with her.
29. Defendant has only ever wanted to take care of the Minor Child and be in her life as an active Father.
30. Defendant has no prior history of violent behavior, especially no history of violent behavior towards the Minor Child. This allegation by Plaintiff that Defendant is violent is not only completely false but also vindicative. This false allegation was only brought by Plaintiff to punish Defendant and retaliate against him for not allowing her and the Minor Child to reside with him.
31. Defendant has also paid all his child support as of November 30, 2023.
32. Defendant has a suitable home, is not a danger to the Minor Child, actively wants to be a present Father, and has kept up with his child support payments. There is no sound reason why Defendant should not be deemed a proper and fit parent to the Minor Child.

Best Interest of the Child

33. Defendant is requesting partial physical custody and joint legal custody of the Minor Child.
34. Defendant is requesting to have physical custody of the Minor Child every other weekend from Friday pm through Sunday am.
35. Defendant is requesting joint legal custody of the Minor Child, where both Plaintiff and Defendant have equal weight in determining major decisions in the Minor Childs life.
36. The Best Interest of the Child is the standard for determining physical and legal custody. It is within the best interest of the Minor Child that Defendant has partial physical custody and that Plaintiff and Defendant have joint legal custody.
37. Since the March Order, Defendant has only been able to have supervised visitation with the Minor Child at the Plaintiffs deference. This has harmed Defendants ability to see the Minor Child and has harmed the Plaintiffs mental health and ability to care for the Minor Child. *See* Exhibit E.
38. The best interest for the Minor Child would be for the Minor Child to be able to spend time with both Plaintiff and Defendant and their respective families. Plaintiff has stated such in her communications with the Defendant.
39. Plaintiff has also stated that she wants and believes that it is in the best interest of the Minor Child to have shared physical custody and joint legal custody with Defendant. Plaintiff has stated such to Defendant in text communications. *See* Exhibit F.
40. Plaintiff has repeatedly asked Defendant for help in the care of the Minor Child, which if Defendant could have unsupervised custody of the Minor Child, he would have gladly stepped in to help. But due to Defendant only being allowed supervised visitation, it makes his ability to help very difficult.
41. The Plaintiff has acted with bad faith in her earlier testimony and pleadings.
42. Plaintiff has stated in communication with Defendant that she would only agree to modify the custody order if Defendant acts in a certain way that Plaintiff deems correct to obtain custody of

the Minor Child. Plaintiffs request of Defendant shows she is not interested in the best interest of the child, she is more interested in Defendant proving his devotion to herself and the child, not solely the child.

43. Plaintiff has repeatedly communicated with Defendant what she deems Defendant needs to do to be "trusted", in her eyes, to have custody of the Minor Child. All the demands she has communicated to Defendant that she needs to see to modify the custody order pertain to the Defendant calling the Plaintiff and Minor Child, going to doctors appointments, and spending time with both Plaintiff and Minor Child. Yet in Plaintiffs prior testimony and pleadings she states that Defendant cannot be a fit parent due to drug use, unsuitable home, he's violent, and he's a danger to the Minor Child and herself. Obviously if all Plaintiff needs to see is Defendant calling more, going to doctors appointments, and spending time with Plaintiff and Minor Child to change the custody order, she never truly believed Defendant is a danger to herself or Minor Child, that he's an illegal drug user, or that his home is unsuitable for the Minor Child.
44. Plaintiff has repeatedly shown she is more interested in gaining high child support against the Defendant to punish him for not wanting a romantic relationship with her then gaining the support the Minor Child needs. *See* Exhibit G.
45. Plaintiff on multiple occasions, since the March Order was given, stated that she would go to court and reduce or eliminate the child support. These actions show her intentions with gaining child support is not based on the child's needs or the best interest of the child, but her intentions in trying to build a romantic relationship with the Defendant.
46. Plaintiff was acting in bad faith when she filed her complaint and testified in the Custody hearing, which can be seen through her social media posting. *See* Exhibit H and I.
47. Plaintiff knows the best interest of the Minor Child is to have shared physical and legal custody of the Minor Child, she has repeated such in her communications with the Defendant.
48. It is not within the best interest of the Minor Child to have one of her parents not able to help solely due to the fact Defendant is not allowed to be alone with the Minor Child.

49. It is not within the best interest of the Minor Child to only have the Minor Child build a relationship with one side of her family, Plaintiffs, and not the other, the Defendants.
50. Defendant and Defendants family want to be able to foster a relationship with the Minor Child and that has proven very difficult with the Defendant not having any custody of the Minor Child.
51. Defendant is filing this Petaton in good faith and in the best interest of the Minor Child. Defendant only wants to be able to be the active father he has always wanted to be and do what's best for Minor Child.
52. The Defendant knows of no other cases involving the custody of the Minor Child.
53. That there are no other parties who have an interest in the custody of the Minor Child except the parties hereto who are the biological parents of the Minor Child.

WHEREFORE, the Defendant respectfully requests:

A. That the Court deem the Defendant a fit and proper parent.

B. That the Court grant Defendant joint legal custody of the Minor Child.

C. That the Court grant Defendant shared physical custody of the Minor Child, where the Defendant has custody every other weekend of the Minor Child.

D. That the Court grant Defendants request in reduction of Child Support according to the Child Support Guild Lines.

E. That Defendant be awarded such other and further relief as the nature of his cause may require.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave, Suite 300
Pikesville, MD 21208
Phone: (484) 332-0454
Bar Number:
23112901
sarahspitalnickesq@gmail.com
Counsel for Defendant

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Attorney for Defendant

EXHIBIT A

MEGHAN MAGGIO	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
BLAKE HADEL	*	BALTIMORE COUNTY
Defendant	*	Case No.: C-03-FM-22-005009

* * * * * * * * * * * * *

MAGISTRATE'S REPORT AND RECOMMENDATIONS

This matter came before a Magistrate for a hearing on March 22, 2023. Plaintiff appeared with counsel. Defendant did not appear.

Upon consideration of the papers, proceedings, testimony, exhibits, arguments, and in accordance with the *Annotated Code of Maryland, Maryland Rules 2-541 and 9*-208, this Magistrate hereby makes and submits the following relevant procedural history, applicable law, findings of fact, and recommendations.

RELEVANT PROCEDURAL HISTORY

On September 9, 2022, the Plaintiff, MEGHAN MAGGIO (hereinafter "Plaintiff" or "Mother"), filed a Complaint for Custody (and with respect to Visitation and Child Support) against the Defendant, BLAKE HADEL (hereinafter "Defendant" or "Father"). No Answer or Response was filed, and thus this Honorable Court entered an Order of Default as to the Complaint for Custody on November 29, 2022. Plaintiff filed a Second Amended Complaint on February 6, 2023, for Custody raising the same issues as in the original Complaint.

ISSUES AND APPLICABLE LAW

The issues are legal and physical custody, visitation, and child support. The parties have one minor child, namely, Sophia Lynn Hadel, born March 2021.

Entered: Clerk, Circuit Court for
Baltimore County, MD
March 22, 2023

For custody and visitation, the Court will look to determine the "best interests" of the child. The Court looks to the factors listed in *Taylor v. Taylor*, 306 Md. 290 (1986). The factors include but not limited to the fitness of the parents, the parents' character and reputation of the parents, the requests of each parent and the sincerity of the requests, any agreements between the parents, the willingness of the parents to share custody, the age and number of children each parent has in the household, the preference of the child, geographic proximity of the parental homes, the ability of each parent to maintain a stable and appropriate home for the child, financial status of the parents, any prior voluntary abandonment or surrender of custody of the child, and the potential disruption of the child's social and school life. No single factor is most important. See *Montgomery County Dept. of Social Services v. Sanders*, 38 Md. App. 406, 420 (1977).

For child support, parents have an obligation to support their children. See, e.g., Md. Ann. Code, Family Law Article, Sec. 5-203; Middleton v. Middleton, 329 Md. 627, 633, 620 A.2d 1363 (1993).

ANALYSIS AND FINDINGS

This Magistrate finds, by a preponderance of the evidence and based upon the best interests of the child and the testimony of the Plaintiff and the Plaintiff's witness, Rachael Kimmett, as follows:

1. The parties have one minor child together namely, Sophia Lynn Hadel, born March 2021 (hereinafter "Child" or "Minor Child"), a girl aged 2 years. Plaintiff's Exh #1 is the child's birth certificate which does not list the Father. The Mother testified that the Father was present at the child's birth at the hospital but did not sign the birth certificate because he believed that would obligate him to pay child support. The Mother testified that the Father has always acknowledged the child, has never disputed paternity, and that from her standpoint there is no question that he is the Father.

2. The Mother testified that the child is in good health. The child is covered for health insurance through the State of Maryland through the Father at no cost to him. The child's pediatrician is Dr. DeJarnette. The child is current on her well child visits and immunizations. Plaintiff's Exh #5 is the child's immunization records. The Mother testified that she takes the child to all of the child's medical appointments and that the Father does not attend these appointments.

3. The Mother resides at 7295 Jenna Drive in Marriottsville, Maryland 21104. She resides there with her parents and her siblings. One of her brothers is age 16 and the others are adults. The Mother testified that all of her family has a close relationship with the child. This is a six-bedroom home on a large property in a safe neighborhood and is a clean, stable environment for the child. The child has her own room. Plaintiff's Exh #2 are photos of the family room where the child plays and the child's bedroom. This Magistrate finds that Mother's residence is an appropriate residence for the child.

4. The Mother testified that she is currently employed at LMW Auto Repair Shop as a service writer. She has worked there 2.5 months. She works full-time and earns $18.00 per hour and $600.00 net per week. Plaintiff's Exh # 3 are Mother's two most recent paystubs showing a gross weekly income of $720.00 per week. This equates to $3,120.00 per month. This Magistrate finds that the Mother earns $3,120.00 per month.

5. The Mother testified that the child is currently in "in home" work-related day care at a cost of $300.00 per week which equates to $1,300.00 per month. The Mother pays the day care provider in cash. Plaintiff's Exh #4 are Mother's bank records showing these weekly $300.00 cash withdrawals that are designated as "day care costs". Mother testified that in late June or July the child will be attending Kindercare. She is not yet enrolled. The cost then will be $400-$600 per week depending on if the child is potty trained. This Magistrate finds that Mother's work-related day care costs are $300.00 per week and will include the current work-related day care costs in the child support Guidelines.

6. The Mother testified that Father works and his own roofing and contracting business, Bay Area Builders LLC. She has no direct information regarding his earnings. The Mother testified that the Father is able-bodied. This Magistrate finds that potential income should be attributed to Father and that attributing potential income to the Father is in the best interests of the child. Goldberger v. Goldberger, 96 Md. App. 313 (1993). This Magistrate finds that Father is capable of at least earning full-time minimum wage which is $2,296.67 per month.[1]

7. The Mother testified that Father has another child, Tate Joseph Fullano, born January 2020 to mother Lynnsey Fullano. Mother testified that Father does not have custody of that child. This Magistrate takes judicial notice of the fact that in the matter of Hadel v. Fullano, Case No.: C-03-FM-21-005169, Father is ordered to pay $350.00 per month in child support according to a Consent Order entered on 8/24/2022 and signed by Father. That Consent Order references the prior child support Order entered on 7/15/2021 in the matter of Fullano v. Hadel, Case No.: C-03-FM-20-004781.

[1] See, e.g., https://msa.maryland.gov/msa/mdmanual/01glance/economy/html/wages.html.

8. This Magistrate finds that the Mother is a fit and proper person to have the care and custody of the minor child. The Mother and Ms. Kimmett testified that the Mother is fit and that the child is close with the Mother and the Mother's family. Ms. Kimmett testified that she has known the Mother for ten years, has frequently observed the Mother with the child, described the Mother as a very "hands on" parent, and otherwise described Mother's good care of and for the child and her appropriate housing. Both testified that the Child has been in the care of the Mother and the Mother has been the Child's primary caretaker since birth. The Mother testified that the Child has always resided with her and has never resided with the Father.

9. This Magistrate finds that the Father is not currently a fit and proper person to have the custody of or unsupervised visitation with the minor child. The Mother and Ms. Kimmett testified that the Father is not fit and has never been the child's caretaker. The Mother testified that the Father has never lived with the child nor had the care of the child. The Father has only had limited access with the child that was supervised by one of his parents. The Mother testified that Father lives in a residence that is inappropriate for the child. Plaintiff's Exh #8 are photos showing the poor condition of Father's house. Ms. Kimmett testified that she has been to Father's house and that it "looks like a frat house." The Mother testified that the Father has a history of drug use. Plaintiff's Exh #6 is a screen shot Mother took of a video call from Father to the child that shows a syringe. Plaintiff's Exh #7 is a screenshot Mother took of Father "nodding out" during a call to the child on 2/26/23. Plaintiff's Exh #8 is a photo Mother took at Father's house of a marijuana joint on a table accessible by the child on 2/24/23. Plaintiff's Exh #9 are screen shots of text messages from the Father to the Mother in late November 2022 in which Father states that he is "tripping hard". Plaintiff's Exh #10 is a social media post from Father on 7/24/2022 in which he states "I just sniffed a ball of blow and popped a Molly". The Mother testified that she does not feel that it is safe for the child to be around the Father. Father's limited visitation with the Minor Child has been supervised. The Mother testified that the Father has not paid any child support.

10. Mother is requesting sole legal and primary physical custody of the child and child support. Mother is concerned about the Father's access with the child given the condition of his residence and his drug use. Mother has made all of the decisions for the child and Father is not fit to make decisions for the child. Mother seemed sincere in her requests. There are no agreements between the parties.

RECOMMENDATIONS OF THE MAGISTRATE

Upon careful consideration of the pleadings, testimony, and law, this Magistrate makes the following recommendations:

1. That the Plaintiff, MEGHAN MAGGIO, shall have Sole Legal Custody and Primary Physical Custody of the minor child of the parties, namely, Sophia Lynn Hadel, born March 2021, and the child's principal residence shall be with the Plaintiff.

2. That the Defendant, BLAKE HADEL, shall have Visitation and Access with the minor child as determined by the Plaintiff.

3. That beginning March 1, 2023, the Defendant, BLAKE HADEL, shall pay to the Plaintiff, MEGHAN MAGGIO, the sum of $860.00 per month for the support and maintenance of the Minor Child of the parties, by wage lien through the Office of Child Support Enforcement. See attached Child Support Guidelines Worksheet.

4. That the Office of Child Support Enforcement shall determine the Defendant's arrears and any arrears shall also be paid by wage lien through the Office of Child Support Enforcement.

5. Unless waived by the Court, that the Plaintiff shall pay any open Court costs.

Suzanne Farace

MAGISTRATE

MEGHAN MAGGIO	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
BLAKE HADEL	*	BALTIMORE COUNTY
Defendant	*	Case No.: C-03-FM-22-005009

* * * * * * * * * * * * *

ORDER

This matter having been called for a default hearing before a Magistrate on March 22, 2023, the Plaintiff, MEGHAN MAGGIO, having appeared with counsel, and the Defendant, BLAKE HADEL, having not appeared, and testimony having been taken, and the Findings and the Recommendations of the Magistrate dated March 22, 2023, having been issued and served, and no Exceptions having been filed, it is, by the Circuit Court for Baltimore County, hereby

ORDERED that the Plaintiff, MEGHAN MAGGIO, shall have Sole Legal Custody and Primary Physical Custody of the minor child of the parties, namely, Sophia Lynn Hadel, born March 2021, and the child's principal residence shall be with the Plaintiff; and it is further

ORDERED that the Defendant, BLAKE HADEL, shall have Visitation and Access with the minor child as determined by the Plaintiff; and it is further

ORDERED that beginning March 1, 2023, the Defendant, BLAKE HADEL, shall pay to the Plaintiff, MEGHAN MAGGIO, the sum of $860.00 per month for the support and maintenance of the Minor Child of the parties, by wage lien through the Office of Child Support Enforcement. See attached Child Support Guidelines Worksheet; and it is further

ORDERED, that:

a. If the Obligor accumulates support payment arrears amounting to more than thirty (30) days of support, the Obligor shall be subject to earnings withholding; and

b. The Obligor is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect; and

c. Failure to comply will subject the Obligor to a penalty not to exceed $250.00 and may result in the Obligor not receiving notice of the proceeding for earnings withholding; and it is further

ORDERED, that the Office of Child Support Enforcement shall determine the Defendant's arrears and any arrears shall also be paid by wage lien through the Office of Child Support Enforcement; and it is further

ORDERED, that unless waived by the Court, that the Plaintiff shall pay any open Court costs.

ALL SUBJECT TO THE CONTINUING JURISDICTION OF THIS COURT.

Michael J. Finifter

JUDGE Michael J. Finifter

This is a proper Order to be signed. 04/06/2023 11:15:06 AM

Suzanne K. Farace 04/06/2023

MAGISTRATE

Entered: Clerk, Circuit Court for Baltimore County, MD
April 7, 2023

E-FILED; Baltimore County Circuit Court
Docket: 2/8/2024 4:29 PM; Submission: 2/8/2024 4:29 PM
Envelope: 15364764

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22-005009

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S MOTION FOR REASONABLE ATTORNEYS' FEES

Now comes Defendant, BLAKE HADEL, by and through his attorney, Sarah Spitalnick Esq., and submits the following Memorandum of Law in support of his Motion for Reasonable Attorney's Fees.

PRELIMINARY STATEMENT

According to Rule 1-341, a judge must first find that the conduct of a party during a proceeding, in defending or maintaining the action, was without substantial justification or was done in bad faith" *Inlet Assocs. V. Harrison Inn Inlet, Inc.,* 324 Md. 254, 267-68, 596 A.2d 1049, 1056 (1991). Next, the judge must separately find that the acts committed in bad faith or without substantial justification warrant the assessment of attorney's fees.*Id.* Once Rule 1-341 is satisfied the court must look to Md. Code, FL§ 7-107(a)-(d) in determining if an award of reasonable attorney's fees would be appropriate. The court will look at the financial statues' and needs of both parties involved in the custody dispute.

With this present case the Plaintiff, Meghan Maggio (hereinafter "Plaintiff") filed her Motion to Dismiss without substantial justification. Defendant, Blake Hadel (hereinafter

"Defendant") clearly plead material changes in circumstances in his second Motion to Modify Child Custody and Child Support (hereinafter "Def. Pet." or "the Petition"). In the Petition, which is incorporated by reference, pursuant to Md. Rule 2-303(d), Defendant clearly plead a change in residence, Plaintiff's bad faith testimony that could only be discovered after the default hearing on or about March 22, 2023, and the current custody order is no longer in the best interest of the Minor Child. All these allegations were specific and/or supported by exhibits.

Within this present case, if the court is to award the Defendant his attorney's fees, he incurred by defending Plaintiff's Motion to Dismiss and drafting this Motion for Reasonable Attorney's Fees, the court must find that Plaintiff is fit to pay the reasonable fees. Plaintiff, up until January 22, 2024, has not incurred any legal expenses due to only being represented by an attorney that took her case on a Pro Bono basis. *See* Exhibit A. Plaintiff resides at her parents' home, where she does not pay rent or utilities. Plaintiff is gainfully employed making $3,120.00 a month while also receiving $860.00 in child support from the Defendant every month.

Plaintiff filed her Motion to Dismiss without substantial justification and Plaintiff has incurred no legal fees up until January 22, 2024, while the Defendant has incurred legal fees in excess of $5,000.00 thus far in initiating and defending the Petition. Plaintiff makes $3,120.00 a month, while the Defendant only makes $1,049.00 and pays the Plaintiff $860.00 a month in child support. Thus, Defendant should be awarded his attorney's fees of $3,420.00 he incurred defending against Plaintiff's frivolous Motion to Dismiss and drafting this Motion for Reasonable Attorney's fees.

LEGAL STANDARD

To award attorney's fees in a custody matter the court must find that the offending party violated Rule 1-341 and that both parties' financial status and financial needs are brought into

account and do not violate Md. Code, FL§ 7-107(a)-(d). Rule 1-341 states that a party satisfies the rule if a party took action to defend or maintain any action without substantial justification or in bad faith. If the court finds that Rule 1-341 is satisfied then the court will look to Md. Code, FL§ 7-107(a)-(d) and determine whether the award is reasonable and justified by bringing into account both parties' financial status and needs.

The court has defined substantial justification as "a reasonable basis for believing that a case will generate a factual issue for the fact-finder at trial." and "the parties position should be "fairly debatable" and "within the realm of legitimate advocacy." *Inlet Assos. v. Harrison Inn Inlet, Inc.,* 324 Md. 254, 268.

The courts consider attorney's fees justified if they are "reasonable, taking into account such factors as labor, skill, time, and benefit afforded to the client, as well as the financial resources and needs of each party." *Comfield v. Ferta,* 2022 Md. App. LEXIS 679, *19. The court must balance the parties' financial status and needs "in order to determine [each party's] ability to pay the award to the other; a [mere] comparison of incomes is not enough." *Davis v. Petito,* 425 Md. 191, 205, 39 A. 3d 96 (2012). The court must bring into account both parties incomes, financial obligations, harm the offending party might suffer from the award, if the award would negatively cascade down to the Minor Child's wellbeing, etc….*Id.*

ANALYSIS

Within the Petition, the Defendant plead clear material changes in circumstances or at minimum plead facts that generate a factual issue for a factfinder at trial to determine. The Defendant's only burden in filing the Petition, to avoid having the Petition dismissed based on Md. Rule 2-322(b)(2) (failure to state a claim in which relief can be granted), is that he plead a material change in circumstances effecting the Minor Childs welfare. *Wagner v. Wagner,* 109

Md. App. 1, 28-33 (Md. Ct. Spec. App 1996). The Defendant clearly plead not one but three different material changes in circumstances that affect the welfare of the Minor Child. The Defendant plead change of residence, bad faith by the Plaintiff, and the standing custody order is no longer in the best interest of the Minor Child. Some of the material changes in circumstances were not only plead but reenforced by exhibits showing the changes in circumstances. *See* Exhibit B.

In Plaintiff's Motion to Dismiss, which is incorporated by reference, pursuant to Md. Rule 2-303(d), she argues that the entire Petition should be dismissed based on the argument that everything that was plead was merely relitigating already decided issues or that no argument was given in support of an allegation. Defendant does not need to offer argument or proof of every single one of his allegations in the Petition, as long as the allegations plead are not vague and creates a plausible cause for relief sought *Wensel v. Zettergren,* 2018 Md. App. LEXIS 26, *62.

Within the Petition, Defendant pleads material changes in circumstances that relates to actions taken by Plaintiff well after the standing custody order was in place, that could not have been brought before or during the default hearing in March 2023. Plaintiff states "Defendant is unable to state a claim upon which relief may be granted. Rather, he is attempting to relitigate the same matter of custody in the case in which he refused to participate by either filing a response or appearing at the hearing". Specifically, the change of residence (Def. Pet., P 19,20), Plaintiff's bad faith (Def. Pet., P 39,41-43,45), and the order no longer being in the Minor Childs best interest (Def. Pet., P 39,47,48,49) were plead as occurring after the standing custody order. Some of these allegations are shown through Exhibits D-F attached to the Petition.

The only arguments Plaintiff proffered in her Motion to Dismiss to defend the dismissal was that Defendant didn't plead proof or argument for allegations and that all the allegations are attempts to relitigate issues already decided, both arguments are not substantially justified. The only way to have a petition to modify custody or child support dismissed on a motion to dismiss is if *all* allegations in the Petition do not plead a material change in circumstances *Wensel v. Zettergrn,* 2018 Md. App. LEXIS 26, *65 (*citing Ricketts v. Ricketts*, 393 Md. 479, 492, 903 A.2d 857 (2006)). Since there were clearly multiple changes in circumstances plead in the Petition, Plaintiff's Motion to Dismiss was filed without substantial justification and satisfies Md. Rule 1-341.

In regard to Md. Code, FL§ 7-107(a)-(d), with Md. Rule 1-341 being satisfied, we look to the financial statues and financial needs of both parties. The court must balance the parties' financial status and needs "in order to determine [each party's] ability to pay the award to the other; a [mere] comparison of incomes is not enough." *Davis v. Petito,* 425 Md. 191, 205, 39 A. 3d 96 (2012). Both Plaintiff and Defendant are gainfully employed, while the Plaintiff makes significantly more than the Defendant. The monthly income for Plaintiff is $3,120.00, and Defendant's is $1,049.00. *See* Exhibit C and D. Defendant has monthly expenses that the Plaintiff does not have. Defendant has a mortgage, pays for utilities, phone bill, car payment, child support and everyday expenses of living on his own. While the Plaintiff resides at her parents' residence, where she does not pay rent, utilities, or any other expense that comes with living on her own. Plaintiff receives $860.00 a month in child support from the Defendant. *See* Exhibit E. Plaintiff, up until January 2024, has not had to pay any legal fees as they relate to this present case, while the Defendant has incurred $5,105.00 in legal fees since filing the Petition. Almost half of the Defendant's legal fees were a result of defending against Plaintiff's frivolous

Motion to Dismiss. As of February 1, 2024, Plaintiff has retained counsel not on a Pro Bono basis, showing that Plaintiff has the ability to pay legal fees.

The courts consider attorney's fees justified if they are "reasonable, taking into account such factors as labor, skill, time, and benefit afforded to the client, as well as the financial resources and needs of each party." *Comfield v. Ferta,* 2022 Md. App. LEXIS 679, *19. Defendant's legal fees were $2,640.00 for drafting his Opposition to Plaintiff's Motion to Dismiss and $780.00 for drafting Defendant's Motion for Reasonable Attorney's Fees. Defendant's counsel spent 17.3 hours preparing and drafting Defendant's Opposition and 5.2 hours drafting Defendant's Motion for Reasonable Attorney's Fees and Memorandum of Law. *See* Exhibit F. Defendant's counsel has attached both her invoices which shows exactly how much time was spent on preparing and drafting Defendant's Opposition and drafting Defendant's Motion for Reasonable Attorney's Fees and Memorandum of Law. *See* Exhibit G. According to U.S.Dist.Ct.Rules Md. App. B(3)(a) "Lawyers admitted to the bar for less than five (5) years: $150-225." Defendant's counsel was admitted to the bar in November 2023 and her hourly fee is $150.00. Defendant's counsel falls well within the reasonable hour fee structure the U.S. District Court for Maryland lays out. This case is in the Circuit Court for Maryland but can be assumed the counsel fee structure would be similar to the U.S. District Court for Maryland. Defendant was reasonable in filing an Opposition to Plaintiff's Motion to Dismiss since if he did not his petition would have been dismissed. If the Defendant wanted to continue with his intention of gaining custody of his daughter, he had to file an Opposition to Plaintiff's Motion to Dismiss.

Plaintiff and Defendant's financial status and needs have been evaluated and it can be seen that Plaintiff is in a better financial status then Defendant, Plaintiff satisfied Rule 1-341,

Defendant was justified in filing his Opposition to Plaintiff's Motion to Dismiss, and Defendant's counsel fees are reasonable for the work done; thus the court should awarded Defendant his reasonable attorney's fees according to Md. Code, FL§ 7-107(a)-(d).

CONCLUSION

As stated above, Plaintiff filed her Motion to Dismiss without substantial justification satisfying Md. Rule 1-341. Taking into account both Plaintiff and Defendant's financial statues and needs according to Md. Code, FL§ 7-107(a)-(d), Plaintiff is fit to pay Defendant's counsel fees he incurred in defending against her frivolous Motion to Dismiss and drafting this Motion for Reasonable Attorney's Fees and Memorandum of Law.

Respectfully submitted,

Sarah Spitalnick

Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Baltimore Maryland, 21208
Phone: (484) 332-0454
CPF#: 23112901
sarahspitalnickesq@gmail.com
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of February 2024, a true and correct copy of the foregoing Motion for Reasonable Attorney's Fees, Memorandum of Law in Support of the Motion for Reasonable Attorney's Fees and Proposed Order was sent via MDEC to:

William Bradley Bauhof
W. Bradley Bauhof, LLC.
8 North Court St., Ste A
Westminster, MD 21157
Counsel for Plaintiff

Sarah Spitalnick

Sarah Spitalnick, Esq.
Counsel for Defendant

Exhibit A

E-FILED; Baltimore County Circuit Court
Docket: 12/20/2023 12:58 PM; Submission: 12/20/2023 12:58 PM
Envelope: 14875596

Women's Law Center of Maryland
JUSTICE FAIRNESS EQUALITY
102 West Pennsylvania Avenue, Suite 100 Towson, MD 21204
phone 410-321-8761 fax 410-321-0462 www.wlcmd.org

MEMORANDUM

TO: Clerk of Court
Circuit Court for Baltimore County

FROM: Laure Ruth
Legal Director
Women's Law Center of Maryland

DATE: December 20, 2023

RE: Statement in Support of Waiver of Prepaid Costs by Clerk, in accordance with Maryland Rule 1-325

This is to advise you that the Women's Law Center of Maryland and its attorney, Jocelyne Gresock, Esq., is representing the Plaintiff, MEGHAN MAGGIO, on a pro bono basis.

The Women's Law Center receives funding from or has otherwise been approved by the Maryland Legal Services Corporation to provide civil legal services on behalf of low-income persons. Meghan Maggio meets the financial eligibility requirements of the Corporation, and payment of the filing fees or other court costs related to this matter is not required under the Prisoner Litigation Act, Maryland Code, Courts Article, §5-1002.

Thank you in advance for your cooperation with this matter. If you have any questions, please do not hesitate to call me at 410-321-8761.

E-FILED; Baltimore County Circuit Court
Docket: 9/9/2022 10:35 AM; Submission: 9/9/2022 10:35 AM

C-03-FM-22-005009

Women's Law Center of Maryland
JUSTICE FAIRNESS EQUALITY

305 West Chesapeake Avenue, Suite 201 Towson, MD 21204
phone 410 321-8761 fax 410 321-0462 www.wlcmd.org

MEMORANDUM

TO: Clerk of Court
Circuit Court for Baltimore County

FROM: Laure Ruth
Legal Director
Women's Law Center of Maryland

DATE: September 9, 2022

RE: Statement in Support of Waiver of Prepaid Costs by Clerk, in accordance with Maryland Rule 1-325

This is to advise you that the Women's Law Center of Maryland and its attorney, Jocelyne Gresock, Esq., is representing the Plaintiff, MEGHAN MAGGIO, on a pro bono basis.

The Women's Law Center receives funding from or has otherwise been approved by the Maryland Legal Services Corporation to provide civil legal services on behalf of low-income persons. Meghan Maggio meets the financial eligibility requirements of the Corporation, and payment of the filing fees or other court costs related to this matter is not required under the Prisoner Litigation Act, Maryland Code, Courts Article, §5-1002.

Thank you in advance for your cooperation with this matter. If you have any questions, please do not hesitate to call me at 410-321-8761.

Exhibit B

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DEFENDANTS PETITION TO MODIFY CUSTODY AND CHILD SUPPORT

COMES NOW, the Defendant, Blake Hadel (hereinafter "Defendant" or "Father") by and through his attorney, Sarah Spitalnick Esq. herby files this Petition for Modification of Custody and Child Support (hereinafter "Petition") and in support thereof states:

1. That this Court has jurisdiction over this case pursuant to the *Family Law Article* of the Maryland Annotated Code.
2. That this Court has venue over this case pursuant to the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code.
3. That the Defendant is a resident of Baltimore County, where he has resided for more than six (6) months prior to the filing of this Petition.
4. That the parties are the biological parents of one (1) child, namely Sofia Lynn Hadel, born in Marsh of 2021.
5. That the Plaintiff filed a Complaint for Custody in the above captioned matter on September 9, 2022. *See* Docket Entry 1. On March 22, 2023 the Magistrate released their Report and Recommendations, which were then written into the Custody and Child Support Order filed on April 7, 2023.
6. The April 7, 2023 Order gave Plaintiff Sole Legal Custody and Primary Physical Custody of the minor child and the minor child's principal residence shall be with the Plaintiff. It was ordered

that Defendant have supervised visitation and access to the minor child and pay child support in the amount of $860.00. *See* Exhibit A.

7. Since the entry of the Custody and Child Support Order there has been a material change in circumstances which warrants a modification in Child Support and Custody.

Child Support

8. According to the Magistrate's Report and Recommendation, Defendants income was $2,296.67 a month based on Maryland guidelines and Plaintiffs testimony. This amount is an incorrect representation of the Defendants income. Defendants monthly income is $1,250.
9. Defendants income is significantly lower than what was used in determining the child support amount.

Child Custody

Parental Fitness

10. According to the Child Custody Order, Defendant is an unfit father, who is only allowed supervised visitation at the mothers discretion.
11. Defendant was deemed an unfit father based on the Plaintiffs and the Plaintiffs witness testimony at the Custody Hearing on March 22, 2023.
12. The Plaintiff and her witness Ms. Rachael Kimmett, testified that the Defendant is an illegal drug user, resides in an unhospitable home, has never taken care of the child, is violent and a danger to the Minor Child, and has not paid any child support. All of these allegations are completely false.
13. Defendant is not an illegal drug user, and this can easily be shown through a drug test. The only medications the Defendant takes are prescribed to him by his primary care physician.
14. Plaintiff also has a history of prior illegal drug use, where on one occasion she had to be rushed to a local hospital for an illegal drug related innocent.
15. Plaintiff's history of drug abuse has extended to after the Minor Child is born. *See* Exhibit B and C

16. Plaintiffs witness, Ms. Kimmett, has a history of domestic abuse and child abuse, where on one occasion she received a temporary protective order to stay away from and refrain from abusing her minor child. On another occasion she had received a permanent peace order against her by another individual.
17. Plaintiffs and Ms. Kimmett's description of the Defendants home are widely inaccurate and irrelevant to this matter. The Defendant lives in a three (3) bedroom home that is a suitable residence and not a "frat house" as Ms. Kimmett described.
18. Plaintiff has contradicted herself on her opinion of Defendants house and its suitability. Right after the Minor Child was born Plaintiff and the Minor Child partially resided at Defendant's home. Plaintiff and Minor Child would have continued to partially reside at Defendants home if Defendant continued to allow it. Plaintiff obviously considered Defendants home suitable right after the Minor Child was born, and since then Defendant has only made improvements on his home.
19. Even with the Defendants home being a suitable residence, he has decided that when he has custody of the Minor Child he will reside at his mothers home. Defendants mother, Brenda Hopka-Hadel, has a suitable residence for the Minor Child to stay, including a bedroom solely for the Minor Child. This not only gives the Minor Child a suitable residence to partially live at but also gives Defendants family the ability to build a relationship with the Minor Child.
20. Defendants mother has voluntarily and fully agreed to allow the Defendant and Minor Child to reside with her while Defendant has custody of the Minor Child. *See* Exhibit D
21. Since the birth of the Minor Child, the Defendant has attempted to take care of the Minor Child and had been present in the Minor Childs life.
22. Shortly after the birth of the Minor Child, Defendant had allowed Plaintiff and Minor Child to stay at his residence to foster a relationship and take care of the Minor Child.
23. The only reason the Defendant stopped allowing Plaintiff and Minor Child to stay at his residence was due to the Plaintiff's unwelcomed and continuous attempts to start a romantic relationship

with the Defendant. The Defendant had made it clear to the Plaintiff he had no intentions of being in a romantic relationship with her and he only wanted to foster a relationship with the Minor Child.

24. After Defendant told the Plaintiff she is no longer welcome at his residence, he attempted to still foster a relationship with the Minor Child, but that was short lived due to the Plaintiffs behavior.
25. Every time Defendant would attempt to spend time with the Minor Child, Plaintiff would still push to reconcile with Defendant and have a romantic relationship together. This caused constant arguments and tension, which neither are healthy for either party or the Minor Child.
26. Wanting to avoid altercations and arguments with Plaintiff, Defendant attempted to have visitation with the Minor Child without the Plaintiff present, which the Plaintiff fought on most occasions.
27. Once the Defendant realized there was very little chance of him being able to foster a relationship with the Minor Child without the Plaintiff present, he withdrew his attempts to see the Minor Child to avoid altercations and arguments.
28. At no point since the birth of the Minor Child did Defendant lose interest in taking care of the Minor Child or not want to foster a relationship with her.
29. Defendant has only ever wanted to take care of the Minor Child and be in her life as an active Father.
30. Defendant has no prior history of violent behavior, especially no history of violent behavior towards the Minor Child. This allegation by Plaintiff that Defendant is violent is not only completely false but also vindicative. This false allegation was only brought by Plaintiff to punish Defendant and retaliate against him for not allowing her and the Minor Child to reside with him.
31. Defendant has also paid all his child support as of November 30, 2023.
32. Defendant has a suitable home, is not a danger to the Minor Child, actively wants to be a present Father, and has kept up with his child support payments. There is no sound reason why Defendant should not be deemed a proper and fit parent to the Minor Child.

Best Interest of the Child

33. Defendant is requesting partial physical custody and joint legal custody of the Minor Child.
34. Defendant is requesting to have physical custody of the Minor Child every other weekend from Friday pm through Sunday am.
35. Defendant is requesting joint legal custody of the Minor Child, where both Plaintiff and Defendant have equal weight in determining major decisions in the Minor Childs life.
36. The Best Interest of the Child is the standard for determining physical and legal custody. It is within the best interest of the Minor Child that Defendant has partial physical custody and that Plaintiff and Defendant have joint legal custody.
37. Since the March Order, Defendant has only been able to have supervised visitation with the Minor Child at the Plaintiffs deference. This has harmed Defendants ability to see the Minor Child and has harmed the Plaintiffs mental health and ability to care for the Minor Child. *See* Exhibit E.
38. The best interest for the Minor Child would be for the Minor Child to be able to spend time with both Plaintiff and Defendant and their respective families. Plaintiff has stated such in her communications with the Defendant.
39. Plaintiff has also stated that she wants and believes that it is in the best interest of the Minor Child to have shared physical custody and joint legal custody with Defendant. Plaintiff has stated such to Defendant in text communications. *See* Exhibit F.
40. Plaintiff has repeatedly asked Defendant for help in the care of the Minor Child, which if Defendant could have unsupervised custody of the Minor Child, he would have gladly stepped in to help. But due to Defendant only being allowed supervised visitation, it makes his ability to help very difficult.
41. The Plaintiff has acted with bad faith in her earlier testimony and pleadings.
42. Plaintiff has stated in communication with Defendant that she would only agree to modify the custody order if Defendant acts in a certain way that Plaintiff deems correct to obtain custody of

the Minor Child. Plaintiffs request of Defendant shows she is not interested in the best interest of the child, she is more interested in Defendant proving his devotion to herself and the child, not solely the child.

43. Plaintiff has repeatedly communicated with Defendant what she deems Defendant needs to do to be "trusted", in her eyes, to have custody of the Minor Child. All the demands she has communicated to Defendant that she needs to see to modify the custody order pertain to the Defendant calling the Plaintiff and Minor Child, going to doctors appointments, and spending time with both Plaintiff and Minor Child. Yet in Plaintiffs prior testimony and pleadings she states that Defendant cannot be a fit parent due to drug use, unsuitable home, he's violent, and he's a danger to the Minor Child and herself. Obviously if all Plaintiff needs to see is Defendant calling more, going to doctors appointments, and spending time with Plaintiff and Minor Child to change the custody order, she never truly believed Defendant is a danger to herself or Minor Child, that he's an illegal drug user, or that his home is unsuitable for the Minor Child.
44. Plaintiff has repeatedly shown she is more interested in gaining high child support against the Defendant to punish him for not wanting a romantic relationship with her then gaining the support the Minor Child needs. *See* Exhibit G.
45. Plaintiff on multiple occasions, since the March Order was given, stated that she would go to court and reduce or eliminate the child support. These actions show her intentions with gaining child support is not based on the child's needs or the best interest of the child, but her intentions in trying to build a romantic relationship with the Defendant.
46. Plaintiff was acting in bad faith when she filed her complaint and testified in the Custody hearing, which can be seen through her social media posting. *See* Exhibit H and I.
47. Plaintiff knows the best interest of the Minor Child is to have shared physical and legal custody of the Minor Child, she has repeated such in her communications with the Defendant.
48. It is not within the best interest of the Minor Child to have one of her parents not able to help solely due to the fact Defendant is not allowed to be alone with the Minor Child.

49. It is not within the best interest of the Minor Child to only have the Minor Child build a relationship with one side of her family, Plaintiffs, and not the other, the Defendants.
50. Defendant and Defendants family want to be able to foster a relationship with the Minor Child and that has proven very difficult with the Defendant not having any custody of the Minor Child.
51. Defendant is filing this Petaton in good faith and in the best interest of the Minor Child. Defendant only wants to be able to be the active father he has always wanted to be and do what's best for Minor Child.
52. The Defendant knows of no other cases involving the custody of the Minor Child.
53. That there are no other parties who have an interest in the custody of the Minor Child except the parties hereto who are the biological parents of the Minor Child.

WHEREFORE, the Defendant respectfully requests:

A. That the Court deem the Defendant a fit and proper parent.

B. That the Court grant Defendant joint legal custody of the Minor Child.

C. That the Court grant Defendant shared physical custody of the Minor Child, where the Defendant has custody every other weekend of the Minor Child.

D. That the Court grant Defendants request in reduction of Child Support according to the Child Support Guild Lines.

E. That Defendant be awarded such other and further relief as the nature of his cause may require.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave, Suite 300
Pikesville, MD 21208
Phone: (484) 332-0454
Bar Number:
23112901
sarahspitalnickesq@gmail.com
Counsel for Defendant

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Attorney for Defendant

Exhibit D

EXHIBIT A

MEGHAN MAGGIO	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
BLAKE HADEL	*	BALTIMORE COUNTY
Defendant	*	Case No.: C-03-FM-22-005009

* * * * * * * * * * * * *

MAGISTRATE'S REPORT AND RECOMMENDATIONS

This matter came before a Magistrate for a hearing on March 22, 2023. Plaintiff appeared with counsel. Defendant did not appear.

Upon consideration of the papers, proceedings, testimony, exhibits, arguments, and in accordance with the *Annotated Code of Maryland, Maryland Rules 2-541 and 9*-208, this Magistrate hereby makes and submits the following relevant procedural history, applicable law, findings of fact, and recommendations.

RELEVANT PROCEDURAL HISTORY

On September 9, 2022, the Plaintiff, MEGHAN MAGGIO (hereinafter "Plaintiff" or "Mother"), filed a Complaint for Custody (and with respect to Visitation and Child Support) against the Defendant, BLAKE HADEL (hereinafter "Defendant" or "Father"). No Answer or Response was filed, and thus this Honorable Court entered an Order of Default as to the Complaint for Custody on November 29, 2022. Plaintiff filed a Second Amended Complaint on February 6, 2023, for Custody raising the same issues as in the original Complaint.

ISSUES AND APPLICABLE LAW

The issues are legal and physical custody, visitation, and child support. The parties have one minor child, namely, Sophia Lynn Hadel, born March 2021.

Entered: Clerk, Circuit Court for
Baltimore County, MD
March 22, 2023

For custody and visitation, the Court will look to determine the "best interests" of the child. The Court looks to the factors listed in *Taylor v. Taylor*, 306 Md. 290 (1986). The factors include but not limited to the fitness of the parents, the parents' character and reputation of the parents, the requests of each parent and the sincerity of the requests, any agreements between the parents, the willingness of the parents to share custody, the age and number of children each parent has in the household, the preference of the child, geographic proximity of the parental homes, the ability of each parent to maintain a stable and appropriate home for the child, financial status of the parents, any prior voluntary abandonment or surrender of custody of the child, and the potential disruption of the child's social and school life. No single factor is most important. See *Montgomery County Dept. of Social Services v. Sanders*, 38 Md. App. 406, 420 (1977).

For child support, parents have an obligation to support their children. See, e.g., Md. Ann. Code, Family Law Article, Sec. 5-203; Middleton v. Middleton, 329 Md. 627, 633, 620 A.2d 1363 (1993).

ANALYSIS AND FINDINGS

This Magistrate finds, by a preponderance of the evidence and based upon the best interests of the child and the testimony of the Plaintiff and the Plaintiff's witness, Rachael Kimmett, as follows:

1. The parties have one minor child together namely, Sophia Lynn Hadel, born March 2021 (hereinafter "Child" or "Minor Child"), a girl aged 2 years. Plaintiff's Exh #1 is the child's birth certificate which does not list the Father. The Mother testified that the Father was present at the child's birth at the hospital but did not sign the birth certificate because he believed that would obligate him to pay child support. The Mother testified that the Father has always acknowledged the child, has never disputed paternity, and that from her standpoint there is no question that he is the Father.

2. The Mother testified that the child is in good health. The child is covered for health insurance through the State of Maryland through the Father at no cost to him. The child's pediatrician is Dr. DeJarnette. The child is current on her well child visits and immunizations. Plaintiff's Exh #5 is the child's immunization records. The Mother testified that she takes the child to all of the child's medical appointments and that the Father does not attend these appointments.

3. The Mother resides at 7295 Jenna Drive in Marriottsville, Maryland 21104. She resides there with her parents and her siblings. One of her brothers is age 16 and the others are adults. The Mother testified that all of her family has a close relationship with the child. This is a six-bedroom home on a large property in a safe neighborhood and is a clean, stable environment for the child. The child has her own room. Plaintiff's Exh #2 are photos of the family room where the child plays and the child's bedroom. This Magistrate finds that Mother's residence is an appropriate residence for the child.

4. The Mother testified that she is currently employed at LMW Auto Repair Shop as a service writer. She has worked there 2.5 months. She works full-time and earns $18.00 per hour and $600.00 net per week. Plaintiff's Exh # 3 are Mother's two most recent paystubs showing a gross weekly income of $720.00 per week. This equates to $3,120.00 per month. This Magistrate finds that the Mother earns $3,120.00 per month.

5. The Mother testified that the child is currently in "in home" work-related day care at a cost of $300.00 per week which equates to $1,300.00 per month. The Mother pays the day care provider in cash. Plaintiff's Exh #4 are Mother's bank records showing these weekly $300.00 cash withdrawals that are designated as "day care costs". Mother testified that in late June or July the child will be attending Kindercare. She is not yet enrolled. The cost then will be $400-$600 per week depending on if the child is potty trained. This Magistrate finds that Mother's work-related day care costs are $300.00 per week and will include the current work-related day care costs in the child support Guidelines.

6. The Mother testified that Father works and his own roofing and contracting business, Bay Area Builders LLC. She has no direct information regarding his earnings. The Mother testified that the Father is able-bodied. This Magistrate finds that potential income should be attributed to Father and that attributing potential income to the Father is in the best interests of the child. Goldberger v. Goldberger, 96 Md. App. 313 (1993). This Magistrate finds that Father is capable of at least earning full-time minimum wage which is $2,296.67 per month.[1]

7. The Mother testified that Father has another child, Tate Joseph Fullano, born January 2020 to mother Lynnsey Fullano. Mother testified that Father does not have custody of that child. This Magistrate takes judicial notice of the fact that in the matter of Hadel v. Fullano, Case No.: C-03-FM-21-005169, Father is ordered to pay $350.00 per month in child support according to a Consent Order entered on 8/24/2022 and signed by Father. That Consent Order references the prior child support Order entered on 7/15/2021 in the matter of Fullano v. Hadel, Case No.: C-03-FM-20-004781.

[1] See, e.g., https://msa.maryland.gov/msa/mdmanual/01glance/economy/html/wages.html.

8. This Magistrate finds that the Mother is a fit and proper person to have the care and custody of the minor child. The Mother and Ms. Kimmett testified that the Mother is fit and that the child is close with the Mother and the Mother's family. Ms. Kimmett testified that she has known the Mother for ten years, has frequently observed the Mother with the child, described the Mother as a very "hands on" parent, and otherwise described Mother's good care of and for the child and her appropriate housing. Both testified that the Child has been in the care of the Mother and the Mother has been the Child's primary caretaker since birth. The Mother testified that the Child has always resided with her and has never resided with the Father.

9. This Magistrate finds that the Father is not currently a fit and proper person to have the custody of or unsupervised visitation with the minor child. The Mother and Ms. Kimmett testified that the Father is not fit and has never been the child's caretaker. The Mother testified that the Father has never lived with the child nor had the care of the child. The Father has only had limited access with the child that was supervised by one of his parents. The Mother testified that Father lives in a residence that is inappropriate for the child. Plaintiff's Exh #8 are photos showing the poor condition of Father's house. Ms. Kimmett testified that she has been to Father's house and that it "looks like a frat house." The Mother testified that the Father has a history of drug use. Plaintiff's Exh #6 is a screen shot Mother took of a video call from Father to the child that shows a syringe. Plaintiff's Exh #7 is a screenshot Mother took of Father "nodding out" during a call to the child on 2/26/23. Plaintiff's Exh #8 is a photo Mother took at Father's house of a marijuana joint on a table accessible by the child on 2/24/23. Plaintiff's Exh #9 are screen shots of text messages from the Father to the Mother in late November 2022 in which Father states that he is "tripping hard". Plaintiff's Exh #10 is a social media post from Father on 7/24/2022 in which he states "I just sniffed a ball of blow and popped a Molly". The Mother testified that she does not feel that it is safe for the child to be around the Father. Father's limited visitation with the Minor Child has been supervised. The Mother testified that the Father has not paid any child support.

10. Mother is requesting sole legal and primary physical custody of the child and child support. Mother is concerned about the Father's access with the child given the condition of his residence and his drug use. Mother has made all of the decisions for the child and Father is not fit to make decisions for the child. Mother seemed sincere in her requests. There are no agreements between the parties.

RECOMMENDATIONS OF THE MAGISTRATE

Upon careful consideration of the pleadings, testimony, and law, this Magistrate makes the following recommendations:

1. That the Plaintiff, MEGHAN MAGGIO, shall have Sole Legal Custody and Primary Physical Custody of the minor child of the parties, namely, Sophia Lynn Hadel, born March 2021, and the child's principal residence shall be with the Plaintiff.

2. That the Defendant, BLAKE HADEL, shall have Visitation and Access with the minor child as determined by the Plaintiff.

3. That beginning March 1, 2023, the Defendant, BLAKE HADEL, shall pay to the Plaintiff, MEGHAN MAGGIO, the sum of $860.00 per month for the support and maintenance of the Minor Child of the parties, by wage lien through the Office of Child Support Enforcement. See attached Child Support Guidelines Worksheet.

4. That the Office of Child Support Enforcement shall determine the Defendant's arrears and any arrears shall also be paid by wage lien through the Office of Child Support Enforcement.

5. Unless waived by the Court, that the Plaintiff shall pay any open Court costs.

Suzanne Farace

MAGISTRATE

Exhibit E

MEGHAN MAGGIO	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
BLAKE HADEL	*	BALTIMORE COUNTY
Defendant	*	Case No.: C-03-FM-22-005009

* * * * * * * * * * * * *

ORDER

This matter having been called for a default hearing before a Magistrate on March 22, 2023, the Plaintiff, MEGHAN MAGGIO, having appeared with counsel, and the Defendant, BLAKE HADEL, having not appeared, and testimony having been taken, and the Findings and the Recommendations of the Magistrate dated March 22, 2023, having been issued and served, and no Exceptions having been filed, it is, by the Circuit Court for Baltimore County, hereby

ORDERED that the Plaintiff, MEGHAN MAGGIO, shall have Sole Legal Custody and Primary Physical Custody of the minor child of the parties, namely, Sophia Lynn Hadel, born March 2021, and the child's principal residence shall be with the Plaintiff; and it is further

ORDERED that the Defendant, BLAKE HADEL, shall have Visitation and Access with the minor child as determined by the Plaintiff; and it is further

ORDERED that beginning March 1, 2023, the Defendant, BLAKE HADEL, shall pay to the Plaintiff, MEGHAN MAGGIO, the sum of $860.00 per month for the support and maintenance of the Minor Child of the parties, by wage lien through the Office of Child Support Enforcement. See attached Child Support Guidelines Worksheet; and it is further

ORDERED, that:

a. If the Obligor accumulates support payment arrears amounting to more than thirty (30) days of support, the Obligor shall be subject to earnings withholding; and

b. The Obligor is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect; and

c. Failure to comply will subject the Obligor to a penalty not to exceed $250.00 and may result in the Obligor not receiving notice of the proceeding for earnings withholding; and it is further

ORDERED, that the Office of Child Support Enforcement shall determine the Defendant's arrears and any arrears shall also be paid by wage lien through the Office of Child Support Enforcement; and it is further

ORDERED, that unless waived by the Court, that the Plaintiff shall pay any open Court costs.

ALL SUBJECT TO THE CONTINUING JURISDICTION OF THIS COURT.

Michael J. Finifter

JUDGE Michael J. Finifter

This is a proper Order to be signed. 04/06/2023 11:15:06 AM

Suzanne K. Farace 04/06/2023

MAGISTRATE

Entered: Clerk, Circuit Court for Baltimore County, MD
April 7, 2023

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

To: SARAH SPITALNICK

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

MEGHAN MAGGIO VS. BLAKE HADEL

Date: 2/9/2024

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

To **Sarah Spitalnick:** You have a deficiency in your filing. **Pursuant to Maryland Rule 20-203(d)(3) the court will strike the submission unless the deficiency is corrected or the deficient submission is withdrawn within 14 days or the court orders otherwise. Please make the correction(s) indicated below and refile or withdraw the submission within 14 days, making no other amendments, modifications, or changes to the submission except to correct the deficiency. The time to file any responsive submission shall run from the date that the correct submission is filed. The deficient submission file name(s) and date of filing are: Notice of restricted information 2/8/2024.**

☒ In any one case multiple submissions (including proposed orders) must be submitted in the same envelope as separate PDF files. Please resubmit the filings as separate submissions in the same envelope. (See Rule 20-201(e).) *Does not apply to L & T bulk filing.*

☐ The submission is illegible or scanned with an incorrect orientation (e.g., upside down, sideways, blurry, and blank pages).

☐ The electronic file names must relate to the title of the submission. The electronic file name must state whether all or part of the submission is to be sealed or shielded pursuant to Rule 20-201.1. (e.g., RESTRICTED DOCUMENT-Request to Shield Denied or Dismissed Protective Order Records) (See Rule 20-201(i).) If an exhibit to a submission is filed, the exhibit and the electronic file name should accurately refer to the submission to which they relate. (e.g., Ex 1 Pl MSJ) When the exhibit is an affidavit or other testimony, the file name must identify the affiant or witness (e.g., Affidavit of John Doe).

☐ The exhibit(s) are not identified using the drop-down menu provided.

☐ The submission is not permitted to be filed electronically. (See Rule 20-106(c)(2).)

☐ The submission does not include the filer's signature (the signer's typewritten name accompanied by a visual image of the signer's handwritten signature or by the symbol /s/) as required by Rule(s) 20-107(a)(1) and 20-101(t).

☐ The submission does not have the filer's address, e-mail address, telephone number, or the attorney's identifying Attorney Number registered with the Attorney Information System as required by Rule 20-107(a)(2).

☐ You attempted to enter your appearance in the case as attorney for the victim or victim's representative without using form MDJ-009-Notice of Entry of Appearance by Attorney for Victim or Victim's Representative. (See Rule 20-103(b)(1)(A).)

☐ The submission requires a signature under oath, affirmation, or with verification and is not hand-signed and scanned or affixed with the signer's digital signature. (See Rule 20-107(d)(1).)

☐ CONSOLIDATED CASES: The submission was filed into a subcase. Where a judge has issued an order consolidated cases and designates a lead case, all subsequent submissions must be filed in the lead case.

☐ The proposed order was not submitted as a separate document, identified as a proposed order, or identified as relating to the motion or other request for court action to which the order pertains. (See Rule 20-201(j).) *This does not apply if submitted on a combined motion & order form issued by the Judiciary.*

☐ The filing code was incorrect, and the clerk's office was unable to determine the correct code.

☐ The State Court Administrator requirements for requesting sheriff, constable or certified mail service in the District Court have not been met (e.g., includes improper fee multiplier).

☐ The submission was filed by a registered user on behalf of a non-registered user in violation of the policy published by the State Court Administrator.

☐ The party's name is not an identical reference to the name of each party (spelling, first name, middle name(s), last name(s), initial(s), and other identifiers) as required wherever that party's name referred to in writing/electronically, including but not limited to: in the pleading or other submission, party field, or File and Serve.

☐ The filing location is incorrect.

☐ (District Court only) WARRANT OF RESTITUTION: The petitioner must submit both the front of the Petition for Warrant of Restitution and the second page which contains important notices to defendant.

☐ (District Court only) The submission must be submitted on the most recent version of a form approved by the Chief Judge of the District Court.

☐ Other

To resubmit the submission(s), please re-file in a different envelope within 14 days of this notice and under comments state that you are filing to correct the Deficiency Notice filed on 2/9/2024 with envelope 15365233.

Julie L. Ensor
Clerk of the Circuit Court

NOTE: You must submit a motion and have it granted by a judge to receive a refund of any fees associated with the filing.

ORDER STRIKING DEFICIENT SUBMISSION(S)

The above deficiency notice has not been corrected within the required 14 days. The court has not issued an order related to the deficiency. Per Rule 20-203(d)(3), the deficient submission(s) is/are stricken.

_____ _____
Date Judge

cc:

William Bradley Bauhof
Sarah Spitalnick

E-SERVED Baltimore County Circuit Court 2/9/2024 1:40 PM System SystemEnvelope:15374849
E-FILED; Baltimore County Circuit Court
Docket: 2/9/2024 1:40 PM; Submission: 2/9/2024 1:40 PM
Envelope: 15374849

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

To: SARAH SPITALNICK

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

MEGHAN MAGGIO VS. BLAKE HADEL

Date: 2/9/2024

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

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☐ The submission does not have the filer's address, e-mail address, telephone number, or the attorney's identifying Attorney Number registered with the Attorney Information System as required by Rule 20-107(a)(2).

☐ You attempted to enter your appearance in the case as attorney for the victim or victim's representative without using form MDJ-009-Notice of Entry of Appearance by Attorney for Victim or Victim's Representative. (See Rule 20-103(b)(1)(A).)

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☐ The State Court Administrator requirements for requesting sheriff, constable or certified mail service in the District Court have not been met (e.g., includes improper fee multiplier).

☐ The submission was filed by a registered user on behalf of a non-registered user in violation of the policy published by the State Court Administrator.

☐ The party's name is not an identical reference to the name of each party (spelling, first name, middle name(s), last name(s), initial(s), and other identifiers) as required wherever that party's name referred to in writing/electronically, including but not limited to: in the pleading or other submission, party field, or File and Serve.

☐ The filing location is incorrect.

☐ (District Court only) WARRANT OF RESTITUTION: The petitioner must submit both the front of the Petition for Warrant of Restitution and the second page which contains important notices to defendant.

☐ (District Court only) The submission must be submitted on the most recent version of a form approved by the Chief Judge of the District Court.

☐ Other

To resubmit the submission(s), please re-file in a different envelope within 14 days of this notice and under comments state that you are filing to correct the Deficiency Notice filed on 2/9/2024 with envelope 15365233.

Julie L. Ensor
Clerk of the Circuit Court

NOTE: You must submit a motion and have it granted by a judge to receive a refund of any fees associated with the filing.

ORDER STRIKING DEFICIENT SUBMISSION(S)

The above deficiency notice has not been corrected within the required 14 days. The court has not issued an order related to the deficiency. Per Rule 20-203(d)(3), the deficient submission(s) is/are stricken.

_____ _____
Date Judge

cc:

William Bradley Bauhof
Sarah Spitalnick

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Main: 410-887-2601

Case Number: **C-03-FM-22-005009**
Other Reference Number(s):

To: SARAH SPITALNICK

MEGHAN MAGGIO VS. BLAKE HADEL

NOTICE OF REJECTED SUBMISSION

Note to clerk: Use this form only for Registered Users under Md. Rule 20-101.

The court has rejected your submission for the following reason(s):

- ☐ The submission is required to be filed electronically. (Md. Rule 20-106(d)(2)(B)).
- ☒ The submission contains ☐ one document ☒ multiple documents with restricted information, and you did not file a Notice of Restricted Information (MDJ-008) for each. (Md. Rule 20-201.1). **Exhibits C and G were submitted in the same pdf as their corresponding Notices of Restricted Information. Each confidential document requires a Notice of Restricted information scanned separately from the document it was filed with.**
- ☐ The submission contains ☐ one document ☐ multiple documents with restricted information, and you did not file both an unredacted and a redacted version of the submission for each. (Md. Rules 20-101.1 and 20-201.1(c)).
- ☐ The submission does not contain sufficient information for the court to determine the correct case number. (Md. Rule 20-203(a)(3)(B)).
- ☐ The submission consists of discovery material which you intend to file into the case file. Discovery material may be filed electronically as a "service only" transaction. (Md. Rule 20-206).
- ☐ The filing includes a request to place a document included in the submission under court seal and does not contain either an existing order or an attached motion and proposed order. (Md. Rule 20-203(f)(3).
  NOTE: A submission refiled within fourteen (14) days after this notice is sent will relate back to the filing of the rejected submission.
- ☐ The filing fee was not paid. (Md. Rule 20-201(k) and Courts and Judicial Proceedings Article, § 2-201(b)).

Additional information concerning the Maryland Electronic Courts (MDEC) system and e-filing can be found on the Judiciary website at mdcourts.gov/mdec/efiling

Julie L. Ensor
Clerk of the Circuit Court

E-SERVED Baltimore County Circuit Court 2/9/2024 2:56 PM System SystemEnvelope:15376958
E-FILED; Baltimore County Circuit Court
Docket: 2/9/2024 2:56 PM; Submission: 2/9/2024 2:56 PM
Envelope: 15376958

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Case Number: C-03-FM-22-005009
Other Reference Number(s):

To: SARAH SPITALNICK

MEGHAN MAGGIO VS. BLAKE HADEL

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Julie L. Ensor
Clerk of the Circuit Court

E-FILED; Baltimore County Circuit Court
Docket: 2/9/2024 11:32 AM; Submission: 2/9/2024 11:32 AM
Envelope: 17171586

☐ SUPREME COURT OF MARYLAND ☐ APPELLATE COURT OF MARYLAND
☒ CIRCUIT COURT ☐ DISTRICT COURT OF MARYLAND FOR Baltimore County
City/County

Located at 401 Bosley Ave Towson MD 21204
Court Address

STATE OF MARYLAND
OR
Telephone
Case No. C-03-FM-22-005009

Meghan Maggio
Plaintiff/Petitioner

vs.

Blake Hadel
Defendant/Respondent

NOTICE REGARDING RESTRICTED INFORMATION PURSUANT TO RULE 20-201.1

→Please DO NOT use this form to file into the following case types: Adoption, Emergency Evaluation, Extreme Risk Protective Order (ERPO), Guardianship, Juvenile, Gender Declaration, or a Criminal Case in which a Motion to Transfer Jurisdiction to the Juvenile Court is pending. By rule or statute these case types are not subject to inspection.

Title of confidential submission: Sarah Spitalnick's Declaration

☐ 1. **RESTRICTED DOCUMENT - The entire document is not subject to inspection.**

- ☐ **Child Abuse/Neglect:** record created by an agency concerning child abuse or neglect required by statute to be kept confidential. *Rule 16-914(d); Family Law Article, § 5-707; Human Services, § 1-202 and § 1-203*
- ☒ **Financial Information:** information about the finances of an individual, including assets, income, liabilities, net worth, bank balances, financial history or activities, or creditworthiness. *General Provisions Article, § 4-336*
- ☐ **Financial Statement:** filed pursuant to Rule 9-202, a Child Support Guidelines Worksheet filed pursuant to Rule 9-206, or a Joint Statement of Marital and Non-Marital Property filed pursuant to Rule 9-207. *Rule 16-914(l)*
- ☐ **Hearing Closed to the Public:** recording/transcript of hearing closed to the public. *Rule 16-914(g)*
- ☐ **Marital Property:** Joint Statement of Marital and Non-Marital Property. *Rule 16-914(l)*
- ☐ **Marriage License Application:** until the effective date of the license. *Rule 16-912(c)*
- ☐ **Medical Report:** or other correspondence from a doctor or health care professional. *Rule 16-914(i)*
- ☐ **Parenting Plan/Joint Statement:** prepared and filed under Rules 9-204.1 and 9-204.2. *Rule 16-914(o)*
- ☐ **Peace Order Denied/Dismissed/Consented - Shielded:** case records shielded under Courts Article § 3-1510(b). *Rule 16-914(c)*
- ☐ **Pregnancy - Marriage License Application:** certification of pregnancy of a person under 18 from doctor or nurse practitioner in an application for a marriage license. *Rule 16-912(c)*
- ☐ **Presentence Investigation Report:** (confidential until entered into evidence) *Rule 16-914(f)(6)*
- ☐ **Protective Order Denied/Dismissed/Consented - Shielded**: case records shielded under FL Article § 4-512(b)(2). *Rule 16-914(c)*
- ☐ **Refusal to Testify:** case record maintained under Code, Courts Article, § 9-106 of the refusal of an individual to testify in a criminal action against the individual's spouse. *Rule 16-914(f)(5)*
- ☐ **Sealed or Shielded:** (entire document) by court order. *Rule 16-934 & 16-914(k)(1)*
- ☐ **Sealing or Shielding Motion:** while pending, but not to exceed five (5) business days. *Rule 16-934 & 16-914(k)(2)*
- ☐ **Tax Returns:** state and federal tax returns. *Rule 16-914(j)*
- ☐ **Other:** _____ Rule or Statute: _____
- ☐ **DOCUMENT FROM A CONFIDENTIAL CASE TYPE FILED INTO A NON-CONFIDENTIAL CASE TYPE. Confidential Case type: ☐ Child Adoption ☐ Emergency Evaluation ☐ ERPO ☐ Guardianship of a Child ☐ Juvenile Court case record ☐ Gender Declaration ☐ Other: (explain)** _____

☐ 2. **CONFIDENTIAL INFORMATION - The document itself is subject to public inspection but contains confidential information that is not open to public inspection.**

That information consists of _____.
(Give a description of the information and not the actual restricted information.)

The information is made confidential by Rule(s) _____ or by court order dated _____.

Pursuant to Rules 20-201.1 and 1-322.1, accompanying the document is a redacted version that does not contain the confidential information.

02/08/2024
Date

Sarah Spitalnick
Signature

23112901
Attorney Number

Sarah Spitalnick
Printed Name

Fax

(484)332-0454
Telephone Number

23 Walker Ave. Suite 207
Address

sarahspitalnickesq@gmail.com
E-mail

Pikesville MD 21208
City, State, Zip

Reset

MDJ-008 (Rev. 06/2023)

E-FILED; Baltimore County Circuit Court
Docket: 3/26/2024 11:28 AM; Submission: 3/26/2024 11:28 AM
Envelope: 15882978

MEGHAN MAGGIO,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
BLAKE HADEL,	)	BALTIMORE COUNTY
	)	
Defendant	)	Case No: C-03-FM-22- 005009

DEFENDANTS FIRST AMENDED PETITION TO MODIFY CUSTODY AND CHILD SUPPORT

COMES NOW, the Defendant, Blake Hadel (hereinafter "Defendant" or "Father") by and through his attorney, Sarah Spitalnick Esq. herby files this First Amended Petition for Modification of Custody and Child Support (hereinafter "Petition") and in support thereof states:

1. That this Court has jurisdiction over this case pursuant to the *Family Law Article* of the Maryland Annotated Code.
2. That this Court has venue over this case pursuant to the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code.
3. That the Defendant is a resident of Baltimore County, where he has resided for more than six (6) months prior to the filing of this Petition.
4. That the parties are the biological parents of one (1) child, namely Sofia Lynn Hadel, born in March of 2021.
5. That the Plaintiff filed a Complaint for Custody in the above captioned matter on September 9, 2022. *See* Docket Entry 1. On March 22, 2023, the Magistrate released their Report and Recommendations, which were then written into the Custody and Child Support Order filed on April 7, 2023.

6. The April 7, 2023 Order gave Plaintiff Sole Legal Custody and Primary Physical Custody of the minor child and the minor child's principal residence shall be with the Plaintiff. It was ordered that Defendant have supervised visitation and access to the minor child and pay child support in the amount of $860.00. *See* Exhibit A.
7. Since the entry of the Custody and Child Support Order there has been a material change in circumstances which warrants a modification in Child Support and Custody.

Child Support

8. According to the Magistrate's Report and Recommendation, Defendants income was $2,296.67 a month based on Maryland guidelines and Plaintiffs testimony. This amount is an incorrect representation of the Defendants income. Defendants' monthly income is $1,079.00.
9. Defendants' income is significantly lower than what was used in determining the child support amount.

Child Custody

Parental Fitness

10. According to the Child Custody Order, Defendant is an unfit father, who is only allowed supervised visitation at the mothers' discretion.
11. Defendant was deemed an unfit father based on the Plaintiffs and the Plaintiffs witness testimony at the Custody Hearing on March 22, 2023.
12. The Plaintiff and her witness Ms. Rachael Kimmett, testified that the Defendant is an illegal drug user, resides in an unhospitable home, has never taken care of the child, is violent and a danger to the Minor Child, and has not paid any child support. All of these allegations are completely false.
13. Defendant is not an illegal drug user, and this can easily be shown through a drug test. The only medications the Defendant takes are prescribed to him by his primary care physician.
14. Plaintiff also has a history of prior illegal drug use, where on one occasion she had to be rushed to a local hospital for an illegal drug related innocent.

15. Plaintiff's history of drug abuse has extended to after the Minor Child is born. *See* Exhibit B and C
16. Plaintiffs witness, Ms. Kimmett, has a history of domestic abuse and child abuse, where on one occasion she received a temporary protective order to stay away from and refrain from abusing her minor child. On another occasion she had received a permanent peace order against her by another individual.
17. Plaintiffs and Ms. Kimmett's description of the Defendants home are widely inaccurate and irrelevant to this matter. The Defendant lives in a three (3) bedroom home that is a suitable residence and not a "frat house" as Ms. Kimmett described.
18. Plaintiff has contradicted herself on her opinion of Defendants house and its suitability. Right after the Minor Child was born Plaintiff and the Minor Child partially resided at Defendant's home. Plaintiff and Minor Child would have continued to partially reside at Defendants home if Defendant continued to allow it. Plaintiff obviously considered Defendants home suitable right after the Minor Child was born, and since then Defendant has only made improvements on his home.
19. Even with the Defendants home being a suitable residence, he has decided that when he has custody of the Minor Child, he will reside at his mothers home. Defendants mother, Brenda Hopka-Hadel, has a suitable residence for the Minor Child to stay, including a bedroom solely for the Minor Child. This not only gives the Minor Child a suitable residence to partially live at but also gives Defendants family the ability to build a relationship with the Minor Child.
20. Defendants mother has voluntarily and fully agreed to allow the Defendant and Minor Child to reside with her while Defendant has custody of the Minor Child. *See* Exhibit D
21. Since the birth of the Minor Child, the Defendant has attempted to take care of the Minor Child and had been present in the Minor Childs life.
22. Shortly after the birth of the Minor Child, Defendant had allowed Plaintiff and Minor Child to stay at his residence to foster a relationship and take care of the Minor Child.

23. The only reason the Defendant stopped allowing Plaintiff and Minor Child to stay at his residence was due to the Plaintiff's unwelcomed and continuous attempts to start a romantic relationship with the Defendant. The Defendant had made it clear to the Plaintiff he had no intentions of being in a romantic relationship with her and he only wanted to foster a relationship with the Minor Child.
24. After Defendant told the Plaintiff she is no longer welcome at his residence, he attempted to still foster a relationship with the Minor Child, but that was short lived due to the Plaintiffs behavior.
25. Every time Defendant would attempt to spend time with the Minor Child, Plaintiff would still push to reconcile with Defendant and have a romantic relationship together. This caused constant arguments and tension, which neither are healthy for either party or the Minor Child.
26. Wanting to avoid altercations and arguments with Plaintiff, Defendant attempted to have visitation with the Minor Child without the Plaintiff present, which the Plaintiff fought on most occasions.
27. Once the Defendant realized there was very little chance of him being able to foster a relationship with the Minor Child without the Plaintiff present, he withdrew his attempts to see the Minor Child to avoid altercations and arguments.
28. At no point since the birth of the Minor Child did Defendant lose interest in taking care of the Minor Child or not want to foster a relationship with her.
29. Defendant has only ever wanted to take care of the Minor Child and be in her life as an active Father.
30. Defendant has no prior history of violent behavior, especially no history of violent behavior towards the Minor Child. This allegation by Plaintiff that Defendant is violent is not only completely false but also vindicative. This false allegation was only brought by Plaintiff to punish Defendant and retaliate against him for not allowing her and the Minor Child to reside with him.
31. Defendant has also paid all his child support as of November 30, 2023.

32. Defendant has a suitable home, is not a danger to the Minor Child, actively wants to be a present Father, and has attempted to kept up with his child support payments as well as he could since his current income cannot support his current child support obligations. There is no sound reason why Defendant should not be deemed a proper and fit parent to the Minor Child.

Best Interest of the Child

33. Defendant is requesting partial physical custody and joint legal custody of the Minor Child.
34. Defendant is requesting to have physical custody of the Minor Child every other weekend from Friday pm through Sunday am.
35. Defendant is requesting joint legal custody of the Minor Child, where both Plaintiff and Defendant have equal weight in determining major decisions in the Minor Childs life.
36. The Best Interest of the Child is the standard for determining physical and legal custody. It is within the best interest of the Minor Child that Defendant has partial physical custody and that Plaintiff and Defendant have joint legal custody.
37. Since the March Order, Defendant has only been able to have supervised visitation with the Minor Child at the Plaintiffs deference. This has harmed Defendants ability to see the Minor Child and has harmed the Plaintiffs mental health and ability to care for the Minor Child. *See* Exhibit E.
38. The best interest for the Minor Child would be for the Minor Child to be able to spend time with both Plaintiff and Defendant and their respective families. Plaintiff has stated such in her communications with the Defendant.
39. Plaintiff has also stated that she wants and believes that it is in the best interest of the Minor Child to have shared physical custody and joint legal custody with Defendant. Plaintiff has stated such to Defendant in text communications. *See* Exhibit F.
40. Plaintiff has repeatedly asked Defendant for help in the care of the Minor Child, which if Defendant could have unsupervised custody of the Minor Child, he would have gladly stepped in

to help. But due to Defendant only being allowed supervised visitation, it makes his ability to help very difficult.

41. The Plaintiff has acted with bad faith in her earlier testimony and pleadings.
42. Plaintiff has stated in communication with Defendant that she would only agree to modify the custody order if Defendant acts in a certain way that Plaintiff deems correct to obtain custody of the Minor Child. Plaintiffs request of Defendant shows she is not interested in the best interest of the child, she is more interested in Defendant proving his devotion to herself and the child, not solely the child.
43. Plaintiff has repeatedly communicated with Defendant what she deems Defendant needs to do to be "trusted", in her eyes, to have custody of the Minor Child. All the demands she has communicated to Defendant that she needs to see to modify the custody order pertain to the Defendant calling the Plaintiff and Minor Child, going to doctors appointments, and spending time with both Plaintiff and Minor Child. Yet in Plaintiffs prior testimony and pleadings she states that Defendant cannot be a fit parent due to drug use, unsuitable home, he's violent, and he's a danger to the Minor Child and herself. Obviously if all Plaintiff needs to see is Defendant calling more, going to doctors appointments, and spending time with Plaintiff and Minor Child to change the custody order, she never truly believed Defendant is a danger to herself or Minor Child, that he's an illegal drug user, or that his home is unsuitable for the Minor Child.
44. Plaintiff has repeatedly shown she is more interested in gaining high child support against the Defendant to punish him for not wanting a romantic relationship with her then gaining the support the Minor Child needs. *See* Exhibit G.
45. Plaintiff on multiple occasions, since the March Order was given, stated that she would go to court and reduce or eliminate the child support. These actions show her intentions with gaining child support is not based on the child's needs or the best interest of the child, but her intentions in trying to build a romantic relationship with the Defendant.

46. Plaintiff was acting in bad faith when she filed her complaint and testified in the Custody hearing, which can be seen through her social media posting. *See* Exhibit H and I.
47. Plaintiff knows the best interest of the Minor Child is to have shared physical and legal custody of the Minor Child, she has repeated such in her communications with the Defendant.
48. It is not within the best interest of the Minor Child to have one of her parents not able to help solely due to the fact Defendant is not allowed to be alone with the Minor Child.
49. It is not within the best interest of the Minor Child to only have the Minor Child build a relationship with one side of her family, Plaintiffs, and not the other, the Defendants.
50. Defendant and Defendants family want to be able to foster a relationship with the Minor Child and that has proven very difficult with the Defendant not having any custody of the Minor Child.
51. Defendant is filing this Petition in good faith and in the best interest of the Minor Child. Defendant only wants to be able to be the active father he has always wanted to be and do what's best for Minor Child.
52. The Defendant knows of no other cases involving the custody of the Minor Child.
53. That there are no other parties who have an interest in the custody of the Minor Child except the parties hereto who are the biological parents of the Minor Child.

Plaintiffs' inability to communicate and continued bad faith

54. The standing custody order requires Plaintiff and Defendant to work between themselves to schedule visitation. Plaintiff has all the control to create the visitation and the visitation is done according to Plaintiff's deference.
55. The standing custody order has been shown to not be within the best interest of the Minor Child due to the Plaintiff's inability to schedule actual visitation with Defendant and work with Defendant to create a regular visitation schedule.
56. Plaintiff and Defendant, throughout the last year, have attempted into create visitation for the Defendant to spend time with the Minor Child. These attempts have shown to be

futile and ended with the Plaintiff requiring all visitation to be scheduled through attorney's due to her inability to communicate and her unwillingness to schedule visitation directly with the Defendant.

57. Plaintiff has repeatedly told Defendant that their communication is not in a place where they can create a visitation schedule without involving third parties.

58. Plaintiff has shown she is incapable of separating her personal feelings towards the Defendant and what is in the best interest of the Minor Child.

59. Within the past months, Plaintiff has shown she is willing to work with the Defendant and made a custody plan that is in the best interest of the Minor Child. But the moment the Defendant does not do what the Plaintiff wants, she changes her position and no longer is willing to alter the custody plan.

60. Plaintiff knows, and have stated to the Defendant, that it is within the best interest of the Minor Child to have a consistent visitation schedule with the Defendant and that the Defendant have the ability to help with the Minor Child when she is sick, or the Plaintiff needs help.

61. Even with the Plaintiff's knowledge that the Minor Child deserves to have a father that can be a present father, when she becomes angry or displeased at the Defendant, she threatens or actively with holds the Minor Child from the Defendant.

62. Aside from the Plaintiff refusing the Christmas Eve visitation the day of, due to the Plaintiff being angry at the Defendant filing a Protective Order against her, she has continued to threaten and withhold the Defendant's ability to see the Minor Child.

63. Plaintiff has repeatedly stated that she will only do what the standing custody order requires of her, she won't do anything more. Plaintiff has expressly stated that the

standing order only requires her to offer visitation at her deference, to which she has interpreted as offering visitation that is only plausible for her, not the Defendant.

64. Plaintiff has offered visitation to the Defendant, which is not plausible for the Defendant, and when Defendant tells Plaintiff it is not plausible, she states that he is denying visitation. Plaintiff does not attempt to make plausible visitation for Defendant or if she does it's at a last-minute notice, she merely offers visitation when it works for her and when it is not plausible for the Defendant, she states he denies visitation.

65. Plaintiff also has a documented history of canceling and changing visitation at the last moment, and when Defendant cannot bend to her ever changing visitation opportunities, she accuses of him denying visitation and not caring about the Minor Child.

66. On or about March 23, 2024, Plaintiff and Defendant had a scheduled visitation, but due to Plaintiff ignoring Defendant's request for a signed document from her stating the tracking device information/plan, the visitation was canceled Friday the 22nd. Plaintiff was well aware of the visitation being canceled due Plaintiffs failure to provide the requested signed document, but on the morning of the 23rd Plaintiff attempted to communicate about the tracking devices plan to move forward with the visitation. This attempt was made a mere 3 hours before the canceled visitation was to take place, and Plaintiff still failed to provide the requested signed document.

67. Instead of the Plaintiff supplying the requested signed document, she simply stated she gave the Defendant want he needed and that voided the cancelation of the visitation. Plaintiff, knowing visitation was still canceled, prepared and drove the child to the exchange point for visitation. Once there she began to contact both the Defendant and his

mother acting surprised that no one was at the drop off location and demanding to know when the Defendant will be there to exchange the Minor Child.

68. Plaintiff knew visitation was canceled, yet still drove the Minor Child to the exchange location and got the Minor Child ready for visitation. Plaintiff would rather get the Minor Child excited for visitation and drive her a half hour to the exchange location, knowing no one would be meeting her, just so that she could create the narrative that the Defendant was skipping his visitation opportunity.

69. Plaintiff again, showing she puts her personal feelings towards the Defendant above what is best for the Minor Child. She would rather get the Minor Child ready for visitation, knowing visitation was canceled, and play with the Minor Childs emotions just so that she could create a narrative that the Defendant skipped visitation without notice.

70. Not only did the Plaintiff again attempt to change visitation at the last moment, but she also put her wanting to set the Defendant up to look like an uncaring father above the Minor Childs emotions. She'd rather set the Defendant up to look bad, then make sure the Minor Child was not let down or her emotions were not being played with.

71. Plaintiff uses the Minor Child and the standing custody order against the Defendant to control his behavior and make him act in accordance with what she deems acceptable. When the Defendant does what the Plaintiff wants, she offers to drive to his house with the Minor Child, she offers plausible visitation, and she agrees to changing custody. But the moment the Defendant disagrees with the Plaintiff, she threatens to withhold the Minor Child or raise child support and reminds the Defendant he has no say in the Minor Child's life and that she only has to do the bare minimum of what the standing custody order requires of her.

72. Plaintiff has shown her bad faith when working with the standing custody order when Defendant had attempted to know where the Plaintiff is taking the Minor Child for vacations. Plaintiff notified Defendant that she will be taking the Minor Child on three separate vacations this year. When Defendant asked where these vacations would take place, Plaintiff refused to tell the Defendant the location of the vacations and stated she has no legal obligation to tell him the locations of the Minor Childs vacations.

73. Plaintiff, in the past when she was not displeased with the Defendant, had easily notified the Defendant of the vacations the Minor Child went on, but recently since the Plaintiff has become displeased with the Defendant, she refuses to notify the Defendant of the locations of the Minor Child's vacation stating that she has no obligation to do so.

74. Even though the Defendant has not had custody of the Minor Child, he does attempt to coparent with the Plaintiff, to which he is met with Plaintiffs dismissal or anger. Defendant has attempted to co parent when it comes to the Minor Child's health and daycare, to which Plaintiff does not entertain, again stating she has all the control over the Minor Child and that the Defendant's opinions, concerns or wants mean nothing and are unwelcomed.

75. Recently, through their attorneys, that parties scheduled two visitations for the Defendant to spend time and bond with the Minor Child. Directly after the first visitation, that was held in February of 2024, the Plaintiff was angry at the Defendant and had texted him "Visitation is canceled. Congratulations Blake". Plaintiff was enraged after the Defendant was not present at the drop off exchange, and imminently told him due to that, she would no longer allow any visitation. It was only after a few days, and speaking with her attorney, did she rescind her complete denial of visitation to the Defendant. Plaintiff

again showed she allows her personal feelings towards the Defendant to dictate his ability to have visitation.

76. During the February visitation, the Minor Child had a wonderful time with the Defendant and his family. The Minor Child was not put in any situation that would require the Plaintiff to halt any future visitations. Plaintiff's initial denial of any future visitations was not based on the safety or needs of the Minor Child, it was solely based on her becoming enraged with the Defendant.

77. Plaintiff has had the past eleven months to show she can be trusted with complete control over the Minor Child and complete control over Defendants ability to see the Minor Child, to which she has failed.

78. The court ordered the standing custody order with the intent that Plaintiff will make every decision in regard to the Minor Child with the best interest of the child at the forefront. Since the order has been in place the Plaintiff has shown that she is incapable of putting the Minor Child's best interest first, but instead puts her own feelings and wants first.

79. Plaintiff does not have the ability to separate her personal feelings towards the Defendant and the best interest of the Minor Child. Plaintiff does not have the ability to work in good faith with the custody order, instead she continuously works in bad faith using the custody order against the Defendant as the reason why she can dismiss his concerns and opinions regarding the Minor Child.

80. Plaintiff has also shown she does not have the ability to communicate with the Defendant in regards to setting up a visitation schedule without third parties being involved, making her ability to follow the standing custody order impossible.

81. Plaintiff does not have the ability to schedule visitation without third parties, she uses the standing custody order in bad faith to control the Defendant's behavior and ignore his concerns completely, and she cannot separate her personal feelings towards the Defendant and the best interest of the Minor Child, thus the standing custody order is no longer in the best interest of the Minor Child and needs modification.

Plaintiff's continued stalking of the Defendant

82. Plaintiff has a history of stalking and harassing the Defendant due to him not wanting a romantic relationship with her.
83. In December of 2023 the Defendant filed for a Protective Order against the Plaintiff due to her continued stalking of him; Case No. D-08-FM-23-829061 and C-03-FM-24-812218.
84. The Defendant filed for the Protective Order against the Plaintiff because he sincerely believes that the Plaintiff poses a danger to him if he continues to reject her romantic advances.
85. Despite the Defendant making it crystal clear to the Plaintiff he does not want anything to do with her, besides when it relates to the Minor Child, the Plaintiff has continued to find ways to know where the Defendant is at and who he is with.
86. As recent as February 2024, the Plaintiff is still finding out who the Defendant communicates with and contacts those people to defame the Defendant and encourage them to halt their communication and interactions with the Defendant.
87. On March 16, 2024, Defendant and his mother had visitation with the Minor Child. During that visitation, the Defendant noticed a small object that was sown into the Minor Childs jacket, after close inspection of the small object it was found to be a Tile tracking device.
88. The Defendant and his mother were alarmed and frightened to find that the Plaintiff had hid a tracking device on the Minor Child without their knowledge.
89. The Plaintiff had not notified or warned the Defendant or his mother that there would be a tracking device on the Minor Child during this visitation.

90. There had never been a tracking device on the Minor Child during any previous visitations.

91. When Defendant had addressed the tracking device to the Plaintiff, she stated that she has always tracked the Minor Child for her safety.

92. The Defendant responded stating that he does not consent to the Minor Child being tracked by her while the Minor Child is in his care. To which the Plaintiff responded that she is the Minor Childs mother and is allowed to track the Minor Child at all times.

93. With the Plaintiff never tracking the Minor Child in the Defendants care prior to March 16, 2024, the tracking device being hidden on the Minor Child, her lack of notifying the Defendant of the tracking device, and her prior history of stalking the Defendant, it is obvious the tracking device was not hidden on the Minor Child for the Minor Child's safety but so the Plaintiff could continue to stalk the Defendant.

94. The Defendant and his mother take this tracking device extremely seriously and are frightened by the escalating stalking by the Plaintiff. All the Plaintiff had to do was notify the Defendant or his mother that the tracking device was on the Minor Child, but she instead hid this information from the Defendant so that she could secretly track him.

95. The Defendant went as far as to require the Plaintiff to give her written confirmation that during future visitations that the Minor Child will not have any tracking devices on her person. Defendant made it clear that if the Plaintiff would not confirm that the Minor Child would not be tracked during future visitations or if she was being tracked that the Defendant would have full access to tracking device 24/7, that he could not move forward with visitations due to the threat the Plaintiff posed against him.

96. Instead of the Plaintiff confirming she will not be tracking the Minor Child in the Defendants custody, she completely ignored the Defendants request for confirmation. Instead, the day of visitation the Plaintiff attempted to share the tracking information with the Defendant but still denied his request for a signed document.

97. Plaintiff refusing to send a signed document regarding the tracking of the Minor Child, she has made any future visitations, at her deference, impossible for the Defendant.

98. The Defendant requires a signed document from the Plaintiff regarding the tracking of the Minor Child due to the Plaintiff stating she will share the tracking information at the last minute, the Plaintiff contradicting herself if she will be sharing the tracking information only during visitation or 24/7, her history of stalking the Defendant, and her history of changing her mind based on if she is displeased with the Defendant or not.

99. Plaintiff has no rational reason to refuse the Defendants request for written confirmation regarding the tracking of the Minor Child, especially due to the Defendants mother supervising all visitations.

100. Plaintiff is again allowing her personal feelings towards the Defendant to bar his ability to be in the Minor Child's life, which is not within the best interest of the Minor Child.

101. Plaintiff is more concerned with her ability to stalk the Defendant while the Minor Child is in his care, then she is with allowing the Minor Child to spend quality time with the Defendant and his family.

102. Plaintiff cannot be trusted to be the sole decision maker regarding the Minor Child due to her inability to put what's best for the Minor Child first, thus the standing custody order is no longer in the best interest of the Minor Child.

WHEREFORE, the Defendant respectfully requests:

A. That the Court deem the Defendant a fit and proper parent.

B. That the Court grant Defendant joint legal custody of the Minor Child.

C. That the Court grant Defendant shared physical custody of the Minor Child, where the Defendant has custody every other weekend of the Minor Child.

D. That the Court grant Defendants request in reduction of Child Support according to the Child Support Guild Lines.

E. That the Court require a third party at all exchanges for the Minor Child for custody or visitation.

F. That the Court require the parties only communicate through the parenting app, AppClose.

G. That the Court require no tracking of the Minor Child by either party while the child is in the other party's custody.

H. That Defendant be awarded such other and further relief as the nature of his cause may require.

Respectfully Submitted,

Sarah Spitalnick

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Counsel for Defendant

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. or, if it does contain restricted info1mation, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick

Sarah Spitalnick Esq.
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of March 2024, a copy of the foregoing First Amended Petition to Modify Custody and Child Support, was sent via MDEC to:

W. Bradley Bauhof, Esq.
W. Bradley Bauhof LLC
8 N. Court Street, Suite A
Westminster, Maryland 21157
Counsel for Plaintiff

Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Defendant

E-FILED; Harford Circuit Court
Docket: 12/11/2023 10:58 AM; Submission: 12/11/2023 10:58 AM
Envelope: 14769509

MALISSA N. MILLER, 1143 Ridge Rd Rising Sun, MD 21911 *Plaintiff*, v. GORDON FOOD SERVICE INC., 504 Advantage Ave. Aberdeen, MD 21001 and AARON LEE 1659 Livingston Drive Bel Air, MD 21015 and NICHOLAS MARINER 4905 Forge Haven Drive Perryhall MD, 21128 and TREVOR NAUDE 5602 Albanene Place Apt C4 Baltimore MD, 21206 *Defendants*,	)	IN THE CIRCUIT COURT FOR HARFORD COUNTY CASE NO: C- C-12-CV-23-000927

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, MELISSA N. MILLER, by and through counsel, hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF THE ACTION

1. Plaintiff Melissa N. Miller (hereinafter "Ms. Miller") was terminated on September 12, 2022, from her employment with Gordon Food Service Inc (hereinafter "Gordon" or "Defendant").

2. Ms. Miller was battered and assaulted by a fellow coworker and ex-boyfriend, Christopher Robinson (hereinafter "Mr. Robinson"), while at Gordon.

3. Ms. Miller reported the assault to the police on the day she was assaulted, and she was fired by Gordon later that day.

4. Ms. Miller seeks an award from this court for compensatory damages, punitive damages, statutory damages, emotional distress, attorneys fees, and court costs.

PARTIES

5. Plaintiff MELISSA N. MILLER is a resident of the state of Maryland.

6. Defendant GORDON FOOD SERVICE INC. is a corporation that has continuous and systematic contacts where they are "at home" in Maryland.

JURISDICTION AND VENUE

7. Jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501 and § 6-102, because Gordon's place of business is in Maryland.

8. Venue is proper pursuant to § 6-201 because Gordon's principal Maryland distribution center is in Harford County.

FACTS

9. Ms. Miller gained employment through Gordon on February 23, 2021.

10. Ms. Miller was terminated from her employment on September 12, 2022.

11. Ms. Miller was hired at Gordon as a warehouse Receiving Clerk.

12. During Ms. Millers employment at Gordon, she was in a romantic relationship with a man named Christopher Robinson.

13. In Spring of 2022, Mr. Robinson was hired by Gordon.

14. One of Mr. Robinson's duties required him to report daily to Ms. Miller.

15. Soon after Mr. Robinson began working at Gordon, he became physically abusive towards Ms. Miller at home and at work.

16. On one occasion Ms. Miller came into work with bruises, which she communicated to her supervisor, Nick Mariner, that the bruises were due to Mr. Robinson's physical abuse.

17. Shortly after Mr. Robinson started his employment at Gordon, Ms. Miller had decided to end the personal relationship due to the physical abuse.

18. After Ms. Miller had ended the personal relationship with Mr. Robinson, Mr. Robinson refused to accept the breakup and began to act unprofessionally at work towards Ms. Miller. For example, he would refuse to acknowledge Ms. Miller when she would speak to him on work related matters.

19. Ms. Miller reported to three supervisors in the company that she and Mr. Robinson had been in a romantic relationship, that Mr. Robinson was abusive, and that Ms. Miller ended the relationship against Mr. Robinson's wishes. The three supervisors were her direct supervisor Nick Mariner, Gordon Director of Mid-Atlantic Warehouse Operations Aaron Lee, and Human resources personnel Trevor Naude.

20. On September 12, 2022, around 7:00am, Ms. Miller was in her office next to the warehouse floor and contacted Mr. Robinson who was on the warehouse floor below. Ms. Miller needed to confirm with Mr. Robinson whether he had completed loading a truck so that she could authorize the truck to leave the warehouse. This was a regular activity that she and Mr. Robinson were required to perform daily.

21. On that day, Mr. Robinson refused to acknowledge Ms. Miller or answer her calls.

22. Ms. Miler called three times, but Mr. Robinson still refused to answer.

23. Ms. Miller went to the warehouse floor to talk to Mr. Robinson in person to confirm whether he had completed loading the truck so that she could give the truck driver authorization to leave.

24. Ms. Miller and all her fellow Receiving Clerks would regularly go down to the warehouse floor daily to communicate with other employees in the normal course of business.

25. No receiving clerk or Ms. Miller had ever been reprimanded for being on the warehouse floor, nor were they ever told they were not allowed on the warehouse floor.

26. In fact, Ms. Miller had repeatedly asked her supervisors if they could get walkie-talkies for her to use to contact employees on the warehouse floor so that she would not have to walk across to the warehouse floor to speak with employees in person, but her supervisors denied her request.

27. Gordon only began instructing receiving clerks to avoid the warehouse floor after Ms. Miller was assaulted/ battered and then subsequently terminated, as set forth below.

28. When Ms. Miller approached Mr. Robinson on the warehouse floor, Ms. Miller was a safe distance away from him due to him operating a forklift.

29. Ms. Miller then attempted to talk to Mr. Robinson in person and yelled from a distance if Mr. Robinson had completed loading the truck.

30. Mr. Robinson then told Ms. Miller to "Fuck off" and he indicated that he would not talk to her or engage with her at all, even for work-related matters.

31. Ms. Miller told Mr. Robinson that he was required to communicate for the safety of the truck driver.

32. After Ms. Miller told Mr. Robinson that he is required to communicate with her, Ms. Miller began to walk away.

33. As Ms. Miller was walking away, Mr. Robinson jumped off the forklift and grabbed Ms. Miller and violently ripped her necklace off her neck. He then grabbed Ms. Miller by her throat and strangle her with his hands.

34. Mr. Robinson strangled Ms. Miller with both hands for approximately 15 seconds.

35. Mr. Robinson only stopped strangling Ms. Miller when two other coworkers, Norman Jackson and Christopher Falcon, on the warehouse floor started to yelling about how Mr. Robinson was strangling Ms. Miller.

36. Mr. Robinson let go, allowing Ms. Miller escape and she immediately ran to safety in her office.

37. Immediately after the assault by Mr. Robinson, Ms. Miller went to her supervisor Nick Mariner (hereinafter "Mr. Mariner") to report the assault and requested to have the police called.

38. At the time of the assault Mr. Mariner had knowledge that Mr. Robinson had a pattern of physically abusing Ms. Miller.

39. When Ms. Miller reported the assault to Mr. Mariner, she told him that she was scared for her safety, and she wanted the police to be called and a report made.

40. Mr. Mariner told Ms. Miller he would investigate the assault incident.

41. After reporting the assault to Mr. Mariner, Ms. Miller locked herself in her office for fear that Mr. Robinson would return and physically assault her again.

42. When Mr. Mariner noticed that Ms. Miller's office door was locked, he asked her why.

43. She stated that she locked her door for fear that Mr. Robinson would assault her again.

44. Mr. Mariner told her she had nothing to be afraid of.

45. Mr. Mariner plainly stated he would not call the police, nor would anyone else at Gordon.

46. Ms. Miller told Mr. Mariner that she was going to stay locked in her office until the police were called due to her fear of Mr. Robinson.

47. Mr. Mariner failed to call the police throughout Ms. Millers entire shift.

48. Mr. Mariner knew that if the police were not called and Mr. Robinson was not sent home, that Ms. Miller would have to work with Mr. Robinson for the remainder of her shift.

49. About an hour after Ms. Miller reported the assault to Mr. Mariner, she went into Mr. Mariner's office to inquire about the investigation into the assault that Mr. Mariner assured her he would conduct.

50. Aaron Lee (hereinafter "Mr. Lee"), Gordon's director of Mid-Atlantic warehouse operations, was at the time in Mr. Mariner's office with Mr. Mariner and Ms. Miller.

51. Ms. Miller asked Mr. Mariner and Mr. Lee about the status of the investigation into the assault that happened an hour earlier.

52. Mr. Lee and Mr. Mariner told her that she is not allowed to demand investigations into other employees or to demand anything from her superiors.

53. Ms. Miller was not demanding anything; she was merely making a reasonable inquiry if her supervisors had taken any action to ensure her safety while a man that had assaulted her an hour ago was still in the building.

54. Mr. Mariner and Mr. Lee repeated that they would not call the police and expressly ordered Ms. Miller not to call the police.

55. Ms. Miller insisted that she would not feel safe until the police were called.

56. Her supervisor, Mr. Mariner, told her that if she wanted to call the police herself she would have to leave work and exit the premises.

57. Nobody at Gordon had spoken with or reprimanded Mr. Robinson after he assaulted Ms. Miller; he was able to work his normal shift with no interruptions.

58. Nobody at Gordon had spoken with Ms. Miller to investigate the assault throughout the rest of her shift on September 12, 2022, or ever.

59. Nobody at Gordon had spoken with any of its employees or named witnesses to the assault throughout the day that Mr. Robinson had assaulted Ms. Miller. Gordon acted as if the assault never happened, and as if it was a normal day.

60. Ms. Miller had been yelled at by Mr. Mariner and Mr. Lee throughout the day to unlock her office door and move on with the day as if the assault never happened. Ms. Miller had responded every time by stating that she was in fear for her safety and wanted the police to be called. She stated she would rather not leave her office until the police were called.

61. Around 1 p.m. on September 12, 2022, she decided to call the police herself.

62. At the end of her shift, she ran from her office towards the exit.

63. On her way out, she saw Mr. Mariner and told him that she was going to call the police.

64. Mr. Mariner once again said to her very clearly that she was forbidden from calling the police while on the company premises.

65. Ms. Miller ran out the door, and the second she left the premises she called the police.

66. When the police responded to Ms. Miller's call, she met them outdoors and off Gordon's property due to her supervisors refusing to allow her to speak with police on Gordon's property.

67. After the police interviewed her and made a report, she immediately got into her vehicle to drive home.

68. While she was in her car driving home, she received a call from Gordon, and she was told her employment was terminated.

69. Ms. Miller was told by Gordon that the reason for her termination was due to a violation of Gordon's safety policies.

70. On September 13, 2022, she received a termination letter that stated a different reason for her termination, namely, that she was terminated due to violating Gordon's behavioral policies.

71. Ms. Miller was never interviewed or even spoken to about the assault. She was present at Gordon doing her job throughout the entire day and the only time any supervisor had spoken to her was to tell her to unlock her door.

72. Ms. Miller had made it clear to Mr. Mariner and Mr. Lee she was reasonably in fear for her physical safety due to Mr. Robinson assaulting her and wanted the police called. All her supervisors ignored her concerns and instead yelled at her for hiding from her attacker.

73. By callously ignoring Ms. Miller's pleas for help and her repeated and reasonable insistence that she could not leave her office for fear of her physical safety, her supervisors effectively trapped her in her office against her will.

74. Ms. Miller was never in the habit of locking her office door or locking herself in her office; this behavior on that day was a direct result of her legitimate fear that Mr. Robinson would assault her again because she had reported the assault and battery.

75. Gordon showed a complete lack of care for the safety of Ms. Miller and all other Gordon employees by allowing Mr. Robinson to continue working after physically assaulting Ms. Miller.

76. Gordon took no steps to stop Mr. Robinson from assaulting Ms. Miller or any other Gordon employees throughout his employment and up through September 12, 2022.

77. Ms. Miller was terminated due to her calling the police to report a crime.

78. Gordon repeatedly ordered Ms. Miller not to call the police, even though she was physically assaulted and was in legitimate fear for her safety.

79. Gordon had the entire day to speak with Ms. Miller and Mr. Robinson about the assault, yet Gordon never spoke to either party, took no action, and failed to conduct an investigation.

80. Gordon knew Mr. Robinson had a propensity for violence, especially against Ms. Miller due to Ms. Miller telling her supervisors that he had assaulted her in the past.

81. Between the time that Ms. Miller ended her personal relationship with Mr. Robinson and the assault on September 12, 2022, Mr. Robinson was constantly disrespectful towards Ms. Miller at work and acted unprofessionally when interacting with Ms. Miller at work.

82. On the day of the assault, Ms. Miller told her supervisors about the assault, yet Gordon allowed Mr. Robinson to continue working with no interruptions for the remainder of the day.

83. Gordon was on notice that Mr. Robinson had assaulted Ms. Miller, yet refused to call the police, reprimand Mr. Robinson, speak to Mr. Robinson about the assault, or even allow Ms. Miller to call the police. Instead, Gordon expressly instructed Ms. Miller not to call the police.

84. Gordon had a duty to keep their employees safe from danger while at work, which it breached by allowing Mr. Robinson to continue working after assaulting another employee.

85. Gordon put Ms. Miller and other employees in danger of being physically assaulting by allowing Mr. Robinson to continue working.

86. Ms. Miller was then terminated within moments of reporting the assault to the police.

87. Ms. Miller was well within her right to call the police to report a crime without fear of reprisal.

88. Gordon had no right to refuse to allow Ms. Miller to call the police to report a crime or to terminate Ms. Miller due to her calling the police to report a crime.

CAUSES OF ACTION

COUNT I

Maryland Common Law Tort

Wrongful Discharge

Defendant Gordon Food Services Inc.

89. Ms. Miller realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 88 of this Complaint with the same effect as through fully set forth herein.

90. The avowed public policy in Maryland is to protect those witnesses and victims who report suspected criminal activity to the appropriate law enforcement or judicial authority from being harmed for performing this important public task. From this clearly definable public policy, Plaintiff has a civil cause of action in wrongful discharge for reporting suspected criminal activity to the appropriate authorities and for being summarily terminated from employment as a result.

91. Defendant violated Md. Code, Crim Law § 9-301, *et seq.* by terminating Plaintiff's employment for reporting a crime against her while working for Defendant Gordon to law enforcement officers.

92. Plaintiff has a statutory right to be free from retaliation for reporting a crime to law enforcement officers pursuant to Md. Code, Crim § 9-301, *et seq.*

93. Plaintiff lawfully and rightfully reported a crime against her while working for Defendant Gordon and was summarily discharged from employment as a result.

94. Plaintiff's termination was wrongful and without any cause whatsoever in that it resulted solely from Plaintiff's rightful act in reporting a crime to a law enforcement officer.

95. Plaintiff's termination contravened the clear mandate of public policy as set forth in Md. Code, Crim § 9-301, *et seq.*

96. Prior to her discharged, Ms. Miller's performance was meeting all of Gordon's legitimate expectations.

97. Md. Code, Crim § 9-301, *et seq.* does not provide a civil statutory remedy for retaliation for reporting a crime to a law enforcement officer. Ms. Miller does not have any cognizable claims for her discharge under any statute. The only remedy available to Ms. Miller

for the losses she suffered as a result of Defendant's retaliatory discharge is the common law tort of wrongful discharge.

98. Mr. Mariner, Mr. Lee, and Mr. Naude, as agents for Defendant Gordon, fired Plaintiff in furtherance of Gordon's business interest and they were acting within the scope of their employment in that they are all supervisors responsible for terminating employees. Defendant Gordon is liable and responsible for all the acts alleged in this complaint committed by Mr. Mariner, Mr. Lee, and Mr. Naude within the scope of their employment.

99. Gordon's conduct in terminating Plaintiff was deliberate, actually malicious, willful, and intentionally calculated to inflict harm upon Plaintiff. The conduct was done in furtherance of Gordons business interest. When it became clear to Gordon that Plaintiff reported the crimes against her at the hands of Mr. Robinson while working for Gordon, they terminated her employment. Gordon's managers knew Plaintiff was financially vulnerable and they further knew that they were willingly violating criminal statutes and furthermore, they fired her with actual malice because they wanted to intentionally inflict financial harm upon the Plaintiff for the purpose of sending a message to other employees. Finally, the termination was the decision of the Plaintiff's direct manager at Gordon and the unlawful conduct was further ratified by Gordon's Human Resources Department.

100. As a direct and proximate cause of Gordon's wrongful termination of Plaintiff, she was left without employment and deprived of wages and benefits which she needed to meet her obligations and basic living expenses. Plaintiff also suffered injuries including but not limited to, embarrassment and humiliation, loss of sleep, harm to her professional standing, loss of professional opportunities, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, attorneys fees, and the cost and expenses of this lawsuit.

COUNT II

Maryland Common Law Tort

Negligent Supervision

Defendants Nick Mariner, Aaron Lee, and Trever Naude

101. Ms. Miller realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 88 of this Complaint with the same effect as through fully set forth herein.

102. Defendants owned their employees a duty of care to select and retain employees who were competent and fir to perform the duties of a warehouse worker and to refrain from retaining individuals who were unfit to person such duties. As a warehouse employer, Defendants must hire employees that are able and fit to work around heavy machinery and can follow directions to avoid accidental injuries. Defendants had a duty to use reasonable care to hire and retain competent employees and to provide a safe place to work.

103. Mr. Mariner, Mr. Lee, and Mr. Naude work in Gordons Aberdeen warehouse. At all relevant times, Mr. Mariner, Mr. Lee, and Mr. Naude were employees, agents and/or servants of Gordon.

104. Defendant's had actual or constructive knowledge that Mr. Robinson had a propensity for violence and that he was capable for inflicting harm on Ms. Miller in particular. Defendants knew of Mr. Robinsons propensity for being physically abusive specifically due to Ms. Miller communicating to her supervisors of specific instances where Mr. Robinson had attacked her so violently she had visible bruising and marks. Defendants also had actual or constructive knowledge of the attack on Ms. Miller moments after it happened, yet never spoke

with Mr. Robinson or asked him to leave, forcing Ms. Miller to work an entire shift with her attacker and putting the rest of the Gordon employees in jeopardy of being physically attacked. Therefore, Defendants owed such a duty of care to Ms. Miller and such duty was breached.

105. Because of Mr. Robinsons known propensity for violence and his obvious distain for Ms. Miller due to their breakup, Mr. Robinson was unfit for his duties and the likelihood of the risk of him assaulting Ms. Miller was foreseeable. After their breakup, Mr. Robinson had repeatedly ignored Ms. Miller and refused to communicate with her even though that was a part of his duties at Gordon. Ms. Miller had also communicated to her supervisors that Mr. Robinson had physically attacked her in the past due to his anger management problems. Defendants knew or should have known that Mr. Robinson was not competent or fit for the duties of his position. Defendants breached their duty to use reasonable care to retain employees who were competent and fit for the position. Further, Defendants failed to use reasonable care to supervise and discipline Mr. Robinson.

106. Defendants' conduct in retaining Mr. Robinson was deliberate, malicious, willful, and intentionally calculated to inflict harm upon Mr. Miller because Defendants were aware of Mr. Robinsons prior assaults on Ms. Miller and were aware within moments of Mr. Robinson strangling Ms. Miller on the warehouse floor. Defendants failed and refused to perform their obligations under their own internal policies and procedures designed to stop and prevent workplace violence. Defendants initially failed and refused to discipline Mr. Robinson, while threatening and yelling at Ms. Miller if she reported the incident to the police. The Defendants consciously elected to disregard Ms. Miller's rights as a victim of a workplace assault and displayed an utter disregard for the consequences for Ms. Miller without exerting any effort to avoid those consequences.

107. As a result of Defendants' negligence and their malicious conduct in retaining and/or supervising Mr. Robinson, Ms. Miller was injured as alleged herein.

PRAYER FOR RELIEF

A. An order awarding Plaintiff compensatory damages and non-economic damages suffered as a result of Defendant's actions;

B. An order awarding Plaintiff punitive damages;

C. An order awarding injunctive relief enjoining Gordon from committing future tortious acts against Plaintiff and their employees. Plaintiff further requests this Court bar Defendant and any of its owners, managers, employees, or agents from intimidating witnesses to crimes in any way or otherwise violate Md. Code, Crim. Law § 9-301, et seq.;

D. An order awarding attorneys' fee and cost;

E. Any other relief this Court deems proper.

DEMAND FOR JURY

Plaintiff hereby demands a trial by jury in this action on all issues so triable.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing Complaint is true and accurate based on my personal knowledge, information, and belief.

DocuSigned by:

AA4DF02FD3464A1...

Malissa Miller

Respectfully Submitted,

Sarah Spitalnick
Sarah Spitalnick (Dec 11, 2023 10:20 EST)

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Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick
Sarah Spitalnick (Dec 11, 2023 10:20 EST)

Sarah Spitalnick Esq.

Counsel for Plaintiff

E-FILED; Harford Circuit Court
Docket: 2/8/2024 5:03 PM; Submission: 2/8/2024 5:03 PM
Envelope: 15365608

MALISSA MILLER,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
GORDON FOOS SERVICES INC., et al	)	HARFORD COUNTY
	)	
Defendants	)	
	)	Case No: C-12-CV-23-000927

PLAINTIFF'S AMENDED COMPLAINT

Plaintiff, MELISSA N. MILLER, by and through counsel, hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF THE ACTION

1. Plaintiff Melissa N. Miller (hereinafter "Ms. Miller") was terminated on September 12, 2022, from her employment with Gordon Food Service Inc (hereinafter "Gordon" or "Defendant").

2. Ms. Miller was battered and assaulted by a fellow coworker and ex-boyfriend, Christopher Robinson (hereinafter "Mr. Robinson"), while at Gordon.

3. Ms. Miller reported the assault to the police on the day she was assaulted, and she was fired by Gordon later that day.

4. Ms. Miller seeks an award from this court for compensatory damages, punitive damages, statutory damages, emotional distress, attorneys fees, and court costs.

PARTIES

5. Plaintiff MELISSA N. MILLER is a resident of the state of Maryland.

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10. Ms. Miller was terminated from her employment on September 12, 2022.

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13. In Spring of 2022, Mr. Robinson was hired by Gordon.

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15. Soon after Mr. Robinson began working at Gordon, he became physically abusive towards Ms. Miller at home and at work.

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18. After Ms. Miller had ended the personal relationship with Mr. Robinson, Mr. Robinson refused to accept the breakup and began to act unprofessionally at work towards Ms. Miller. For example, he would refuse to acknowledge Ms. Miller when she would speak to him on work related matters.

19. Ms. Miller reported to three supervisors in the company that she and Mr. Robinson had been in a romantic relationship, that Mr. Robinson was abusive, and that Ms. Miller ended the relationship against Mr. Robinson's wishes. The three supervisors were her direct supervisor Nick Mariner, Gordon Director of Mid-Atlantic Warehouse Operations Aaron Lee, and Human resources personnel Trevor Naude.

20. On September 12, 2022, around 7:00am, Ms. Miller was in her office next to the warehouse floor and contacted Mr. Robinson who was on the warehouse floor below. Ms. Miller needed to confirm with Mr. Robinson whether he had completed loading a truck so that she could authorize the truck to leave the warehouse. This was a regular activity that she and Mr. Robinson were required to perform daily.

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22. Ms. Miler called three times, but Mr. Robinson still refused to answer.

23. Ms. Miller went to the warehouse floor to talk to Mr. Robinson in person to confirm whether he had completed loading the truck so that she could give the truck driver authorization to leave.

24. Ms. Miller and all her fellow Receiving Clerks would regularly go down to the warehouse floor daily to communicate with other employees in the normal course of business.

25. No receiving clerk or Ms. Miller had ever been reprimanded for being on the warehouse floor, nor were they ever told they were not allowed on the warehouse floor.

26. In fact, Ms. Miller had repeatedly asked her supervisors if they could get walkie-talkies for her to use to contact employees on the warehouse floor so that she would not have to walk across to the warehouse floor to speak with employees in person, but her supervisors denied her request.

27. Gordon only began instructing receiving clerks to avoid the warehouse floor after Ms. Miller was assaulted/ battered and then subsequently terminated, as set forth below.

28. When Ms. Miller initially approached Mr. Robinson on the warehouse floor, Ms. Miller was a safe distance away from him due to him operating a forklift.

29. Ms. Miller then attempted to talk to Mr. Robinson in person and yelled from a distance if Mr. Robinson had completed loading the truck.

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34. Mr. Robinson only stopped strangling Ms. Miller when two other coworkers, Norman Jackson and Christopher Falcon, on the warehouse floor started to yell about how Mr. Robinson was strangling Ms. Miller.

35. Mr. Robinson let go, allowing Ms. Miller escape and she immediately went to safety in her office.

36. Immediately after the assault by Mr. Robinson, Ms. Miller went to her supervisor Nick Mariner (hereinafter "Mr. Mariner") to report the assault and requested to have the police called.

37. At the time of the assault Mr. Mariner had knowledge that Mr. Robinson had a pattern of physically abusing Ms. Miller.

38. When Ms. Miller reported the assault to Mr. Mariner, she told him that she was scared for her safety, and she wanted the police to be called and a report made.

39. Mr. Mariner told Ms. Miller he would investigate the assault incident.

40. After reporting the assault to Mr. Mariner, Ms. Miller locked herself in her office for fear that Mr. Robinson would return and physically assault her again.

41. When Mr. Mariner noticed that Ms. Miller's office door was locked, he asked her why.

42. She stated that she locked her door for fear that Mr. Robinson would assault her again.

43. Mr. Mariner told her she had nothing to be afraid of.

44. Mr. Mariner plainly stated he would not call the police, nor would anyone else at Gordon.

45. Ms. Miller told Mr. Mariner that she was going to stay locked in her office until the police were called due to her fear of Mr. Robinson.

46. Mr. Mariner failed to call the police throughout Ms. Millers entire shift.

47. Mr. Mariner knew that if the police were not called and Mr. Robinson was not sent home, that Ms. Miller would have to work with Mr. Robinson for the remainder of her shift.

48. About an hour after Ms. Miller reported the assault to Mr. Mariner, she went into Mr. Mariner's office to inquire about the investigation into the assault that Mr. Mariner assured her he would conduct.

49. Aaron Lee (hereinafter "Mr. Lee"), Gordon's director of Mid-Atlantic warehouse operations, was at the time in Mr. Mariner's office with Mr. Mariner and Ms. Miller.

50. Ms. Miller asked Mr. Mariner and Mr. Lee about the status of the investigation into the assault that happened an hour earlier.

51. Mr. Lee and Mr. Mariner told her that she is not allowed to demand investigations into other employees or to demand anything from her superiors.

52. Ms. Miller was not demanding anything; she was merely making a reasonable inquiry if her supervisors had taken any action to ensure her safety while a man that had assaulted her an hour ago was still in the building.

53. Mr. Mariner and Mr. Lee repeated that they would not call the police and expressly ordered Ms. Miller not to call the police.

54. Ms. Miller insisted that she would not feel safe until the police were called.

55. Her supervisor, Mr. Mariner, told her that if she wanted to call the police herself she would have to leave work and exit the premises.

56. Nobody at Gordon had spoken with or reprimanded Mr. Robinson after he assaulted Ms. Miller; he was able to work his normal shift with no interruptions.

57. Nobody at Gordon had spoken with Ms. Miller to investigate the assault throughout the rest of her shift on September 12, 2022, or ever.

58. Nobody at Gordon had spoken with any of its employees or named witnesses to the assault throughout the day that Mr. Robinson had assaulted Ms. Miller. Gordon acted as if the assault never happened, and as if it was a normal day.

59. Ms. Miller had been yelled at by Mr. Mariner and Mr. Lee throughout the day to unlock her office door and move on with the day as if the assault never happened. Ms. Miller had responded every time by stating that she was in fear for her safety and wanted the police to be called. She stated she would rather not leave her office until the police were called.

60. Around 1 p.m. on September 12, 2022, she decided to call the police herself.

61. At the end of her shift, she ran from her office towards the exit.

62. On her way out, she saw Mr. Mariner and told him that she was going to call the police.

63. Mr. Mariner once again said to her very clearly that she was forbidden from calling the police while on the company premises.

64. Ms. Miller ran out the door, and the second she left the premises she called the police.

65. When the police responded to Ms. Miller's call, she met them outdoors and off Gordon's property due to her supervisors refusing to allow her to speak with police on Gordon's property.

66. After the police interviewed her and made a report, she immediately got into her vehicle to drive home.

67. While she was in her car driving home, she received a call from Gordon, and she was told her employment was terminated.

68. Ms. Miller was told by Gordon that the reason for her termination was due to a violation of Gordon's safety policies.

69. On September 13, 2022, she received a termination letter that stated a different reason for her termination, namely, that she was terminated due to violating Gordon's behavioral policies.

70. Ms. Miller was never interviewed or even spoken to about the assault. She was present at Gordon doing her job throughout the entire day and the only time any supervisor had spoken to her was to tell her to unlock her door.

71. Ms. Miller had made it clear to Mr. Mariner and Mr. Lee she was reasonably in fear for her physical safety due to Mr. Robinson assaulting her and wanted the police called. All her supervisors ignored her concerns and instead yelled at her for hiding from her attacker.

72. By callously ignoring Ms. Miller's pleas for help and her repeated and reasonable insistence that she could not leave her office for fear of her physical safety, her supervisors effectively trapped her in her office against her will.

73. Ms. Miller was never in the habit of locking her office door or locking herself in her office; this behavior on that day was a direct result of her legitimate fear that Mr. Robinson would assault her again because she had reported the assault and battery.

74. Gordon showed a complete lack of care for the safety of Ms. Miller and all other Gordon employees by allowing Mr. Robinson to continue working after physically assaulting Ms. Miller.

75. Gordon took no steps to stop Mr. Robinson from assaulting Ms. Miller or any other Gordon employees throughout his employment and up through September 12, 2022.

76. Ms. Miller was terminated due to her calling the police to report a crime.

77. Gordon repeatedly ordered Ms. Miller not to call the police, even though she was physically assaulted and was in legitimate fear for her safety.

78. Gordon had the entire day to speak with Ms. Miller and Mr. Robinson about the assault, yet Gordon never spoke to either party, took no action, and failed to conduct an investigation.

79. Gordon knew Mr. Robinson had a propensity for violence, especially against Ms. Miller due to Ms. Miller telling her supervisors that he had assaulted her in the past.

80. Between the time that Ms. Miller ended her personal relationship with Mr. Robinson and the assault on September 12, 2022, Mr. Robinson was constantly disrespectful towards Ms. Miller at work and acted unprofessionally when interacting with Ms. Miller at work.

81. On the day of the assault, Ms. Miller told her supervisors about the assault, yet Gordon allowed Mr. Robinson to continue working with no interruptions for the remainder of the day.

82. Gordon was on notice that Mr. Robinson had assaulted Ms. Miller, yet refused to call the police, reprimand Mr. Robinson, speak to Mr. Robinson about the assault, or even allow Ms. Miller to call the police. Instead, Gordon expressly instructed Ms. Miller not to call the police.

83. Gordon had a duty to keep their employees safe from danger while at work, which it breached by allowing Mr. Robinson to continue working after assaulting another employee.

84. Gordon put Ms. Miller and other employees in danger of being physically assaulting by allowing Mr. Robinson to continue working.

85. Ms. Miller was then terminated within moments of reporting the assault to the police.

86. Ms. Miller was well within her right to call the police to report a crime without fear of reprisal.

87. Gordon had no right to refuse to allow Ms. Miller to call the police to report a crime or to terminate Ms. Miller due to her calling the police to report a crime.

CAUSES OF ACTION

COUNT I

Maryland Common Law Tort

Wrongful Discharge

Defendant Gordon Food Services Inc.

88. Ms. Miller realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 88 of this Complaint with the same effect as through fully set forth herein.

89. The avowed public policy in Maryland is to protect those witnesses and victims who report suspected criminal activity to the appropriate law enforcement or judicial authority from being harmed for performing this important public task. From this clearly definable public policy, Plaintiff has a civil cause of action in wrongful discharge for reporting suspected criminal activity to the appropriate authorities and for being summarily terminated from employment as a result.

90. Defendant violated Md. Code, Crim Law § 9-301, *et seq.* by terminating Plaintiff's employment for reporting a crime against her while working for Defendant Gordon to law enforcement officers.

91. Plaintiff has a statutory right to be free from retaliation for reporting a crime to law enforcement officers pursuant to Md. Code, Crim § 9-301, *et seq.*

92. Plaintiff lawfully and rightfully reported a crime against her while working for Defendant Gordon and was summarily discharged from employment as a result.

93. Plaintiff's termination was wrongful and without any cause whatsoever in that it resulted solely from Plaintiff's rightful act in reporting a crime to a law enforcement officer.

94. Plaintiff's termination contravened the clear mandate of public policy as set forth in Md. Code, Crim § 9-301, *et seq.*

95. Prior to her discharged, Ms. Miller's performance was meeting all of Gordon's legitimate expectations.

96. Md. Code, Crim § 9-301, *et seq.* does not provide a civil statutory remedy for retaliation for reporting a crime to a law enforcement officer. Ms. Miller does not have any cognizable claims for her discharge under any statute. The only remedy available to Ms. Miller

for the losses she suffered as a result of Defendant's retaliatory discharge is the common law tort of wrongful discharge.

97. Mr. Mariner, Mr. Lee, and Mr. Naude, as agents for Defendant Gordon, fired Plaintiff in furtherance of Gordon's business interest and they were acting within the scope of their employment in that they are all supervisors responsible for terminating employees. Defendant Gordon is liable and responsible for all the acts alleged in this complaint committed by Mr. Mariner, Mr. Lee, and Mr. Naude within the scope of their employment.

98. Gordon's conduct in terminating Plaintiff was deliberate, actually malicious, willful, and intentionally calculated to inflict harm upon Plaintiff. The conduct was done in furtherance of Gordons business interest. When it became clear to Gordon that Plaintiff reported the crimes against her at the hands of Mr. Robinson while working for Gordon, they terminated her employment. Gordon's managers knew Plaintiff was financially vulnerable and they further knew that they were willingly violating criminal statutes and furthermore, they fired her with actual malice because they wanted to intentionally inflict financial harm upon the Plaintiff for the purpose of sending a message to other employees. Finally, the termination was the decision of the Plaintiff's direct manager at Gordon and the unlawful conduct was further ratified by Gordon's Human Resources Department.

99. As a direct and proximate cause of Gordon's wrongful termination of Plaintiff, she was left without employment and deprived of wages and benefits which she needed to meet her obligations and basic living expenses. Plaintiff also suffered injuries including but not limited to, embarrassment and humiliation, loss of sleep, harm to her professional standing, loss of professional opportunities, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, attorneys fees, and the cost and expenses of this lawsuit.

COUNT II

Maryland Common Law Tort

Negligent Supervision

Defendants Nick Mariner, Aaron Lee, and Trever Naude

100. Ms. Miller realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 88 of this Complaint with the same effect as through fully set forth herein.

101. Defendants owned their employees a duty of care to select and retain employees who were competent and fir to perform the duties of a warehouse worker and to refrain from retaining individuals who were unfit to person such duties. As a warehouse employer, Defendants must hire employees that are able and fit to work around heavy machinery and can follow directions to avoid accidental injuries. Defendants had a duty to use reasonable care to hire and retain competent employees and to provide a safe place to work.

102. Mr. Mariner, Mr. Lee, and Mr. Naude work in Gordons Aberdeen warehouse. At all relevant times, Mr. Mariner, Mr. Lee, and Mr. Naude were employees, agents and/or servants of Gordon.

103. Defendant's had actual or constructive knowledge that Mr. Robinson had a propensity for violence and that he was capable for inflicting harm on Ms. Miller in particular. Defendants knew of Mr. Robinsons propensity for being physically abusive specifically due to Ms. Miller communicating to her supervisors of specific instances where Mr. Robinson had attacked her so violently she had visible bruising and marks. Defendants also had actual or constructive knowledge of the attack on Ms. Miller moments after it happened, yet never spoke

with Mr. Robinson or asked him to leave, forcing Ms. Miller to work an entire shift with her attacker and putting the rest of the Gordon employees in jeopardy of being physically attacked. Therefore, Defendants owed such a duty of care to Ms. Miller and such duty was breached.

104. Because of Mr. Robinsons known propensity for violence and his obvious distain for Ms. Miller due to their breakup, Mr. Robinson was unfit for his duties and the likelihood of the risk of him assaulting Ms. Miller was foreseeable. After their breakup, Mr. Robinson had repeatedly ignored Ms. Miller and refused to communicate with her even though that was a part of his duties at Gordon. Ms. Miller had also communicated to her supervisors that Mr. Robinson had physically attacked her in the past due to his anger management problems. Defendants knew or should have known that Mr. Robinson was not competent or fit for the duties of his position. Defendants breached their duty to use reasonable care to retain employees who were competent and fit for the position. Further, Defendants failed to use reasonable care to supervise and discipline Mr. Robinson.

105. Defendants' conduct in retaining Mr. Robinson was deliberate, malicious, willful, and intentionally calculated to inflict harm upon Mr. Miller because Defendants were aware of Mr. Robinsons prior assaults on Ms. Miller and were aware within moments of Mr. Robinson strangling Ms. Miller on the warehouse floor. Defendants failed and refused to perform their obligations under their own internal policies and procedures designed to stop and prevent workplace violence. Defendants initially failed and refused to discipline Mr. Robinson, while threatening and yelling at Ms. Miller if she reported the incident to the police. The Defendants consciously elected to disregard Ms. Miller's rights as a victim of a workplace assault and displayed an utter disregard for the consequences for Ms. Miller without exerting any effort to avoid those consequences.

106. As a result of Defendants' negligence and their malicious conduct in retaining and/or supervising Mr. Robinson, Ms. Miller was injured as alleged herein.

PRAYER FOR RELIEF

A. An order awarding Plaintiff compensatory damages and non-economic damages suffered as a result of Defendant's actions;

B. An order awarding Plaintiff punitive damages;

C. An order awarding injunctive relief enjoining Gordon from committing future tortious acts against Plaintiff and their employees. Plaintiff further requests this Court bar Defendant and any of its owners, managers, employees, or agents from intimidating witnesses to crimes in any way or otherwise violate Md. Code, Crim. Law § 9-301, et seq.;

D. An order awarding attorneys' fee and cost;

E. Any other relief this Court deems proper.

DEMAND FOR JURY

Plaintiff hereby demands a trial by jury in this action on all issues so triable.

Respectfully Submitted,

Sarah Spitalnick

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of February 2024, a true and correct copy of the foregoing Plaintiff's Amended Complaint was sent via MDEC to:

Owen J Peters,
Ogletree Deakins
1909 K Street, N.W. Suite 1000
Washington, DC 20006

D'Ontae Sylvertooth
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Counsel for Defendants

Respectfully Submitted,

Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Harford Circuit Court
Docket: 4/20/2024 1:26 PM; Submission: 4/20/2024 1:26 PM
Envelope: 16164556

MALISSA MILLER,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
GORDON FOOD SERVICE INC.,	)	HARFORD COUNTY
	)	
Defendant	)	Case No: C-12-CV-23- 000927

PLAINTIFF'S OPPOSITION TO DISMISSAL

TO THE HONORABLE JUDGE:

Plaintiff, Malissa Miller, respectfully opposes this Dismissal.

1. All Defendants have been served well within the 120 days according to Rule 2-507.
2. All Defendants have acknowledged service within the three Consent Motions to Extend Time to Respond.
3. All Defendants have participated in communications with Plaintiff regarding the above captioned matter.
4. Plaintiff has filed on April 20, 2024, all affidavits of service for all Defendants.

WHEREFORE, for the foregoing reasons, the Plaintiff respectfully requests that this Court to allow this case to move forward and reverse the dismissal.

Respectfully submitted,

Sarah Spitalnick

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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of April 2024, a true and correct copy of the foregoing

Opposition to Dismissal was sent via MDEC to:

D'Ontae Sylvertooth, Esq.
Owen J. Peters, Esq
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Sarah Spitalnick, Esq.
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E-FILED; Harford Circuit Court
Docket: 5/9/2024 4:30 PM; Submission: 5/9/2024 4:30 PM
Envelope: 16391364

MALISSA MILLER,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
GORDON FOOD SERVICE INC., et al	)	HARFORD COUNTY
	)	
Defendant	)	Case No: C-12-CV-23- 000927

PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO DISMISS

Plaintiff, MALISSA MILLER (hereinafter "Plaintiff" or "Ms. Miller"), respectfully opposes Defendants GORDON FOOD SERVICES INC, TREVER NAUDE, AARON LEE, and NICHOLAS MARINER (hereinafter collectively "Defendants") Motion to Dismiss Plaintiff's First Amended Complaint (hereinafter referred to respectively as the "Motion" and "FAC").

PRELIMINARY STATEMENT

This lawsuit arises out of an incident that occurred on September 12, 2022, when Ms. Miller was assaulted by a coworker and then wrongfully discharged after she reported the assault to the appropriate law enforcement officers against the direct orders of her supervisors. Defendants filed a Motion to Dismiss, arguing that (1) there is no public policy against discharging an employee for reporting an assault to the police, and (2) Ms. Miller is barred from compensation because she did not file a Workers Compensation claim under the Workers Compensation Act (WCA). The former misstates the facts, and the latter misstates the law.

First, Ms. Miller does not allege that she was discharged for reporting criminal activity to her *supervisors;* she clearly alleges that she was discharged for reporting criminal activity to the *appropriate law enforcement officers.* This is a clearly established public policy exception that states a claim for wrongful discharge upon which relief may be granted. *Wholey v. Sears, Roebuck*

& Co., 370 Md. 38, at 63 (2002) ("We believe a corresponding common law cause of action must also require external reporting to the appropriate law enforcement authorities."). Defendants argue that she was fired for other reasons, which is inappropriate at the motion to dismiss stage where the facts of the complaint and all inferences reasonably drawn from it must be viewed in a light most favorable to the nonmoving party. Accordingly, their motion should be denied with respect to Count I, the claim of wrongful discharge.

Second, the Defendants argue without citing any binding authority that her claim for negligent supervision is preempted by the WCA. But the law in Maryland is clear that such claims are not barred, and the Court of Special Appeals stated expressly that there is no authority to support Defendants argument. *Gasper v. Ruffin Hotel*, 183 Md. App. 211, 233 (Md. Ct. Spec. App. 2008) ("We find no reason to abandon those general tort principles in favor of preemption under the MWCA."). Accordingly, the motion should be denied with respect to Counts II, the claim of negligent supervision.

CONCISE STATEMENT OF FACTS

In the interest of economy, the facts of the FAC are incorporated as if stated fully herein.

On September 12, 2022, Ms. Miller was an employee at Defendant Gordon Food Service Inc. (hereinafter "Gordon") meeting all of Gordon's legitimate performance expectations. FAC ¶¶ 9-10, 95. On that day, she was working at Gordon's warehouse facility in Hartford County, Maryland. FAC ¶ 11. On that day, while acting within the scope of her employment, a coworker assaulted her by strangling her. FAC ¶ 33. Ms. Miller reported the incident to her supervisors, Defendants Naude, Lee, and Mariner. FAC ¶ 36. Her supervisors did not take any action to investigate or to protect Ms. Miller. FAC ¶¶ 39, 50-58. Ms. Miller was forced to continue working knowing that her assailant was still at large in the facility and no precautions were taken to ensure

her safety. FAC ¶¶ 40-45. Ms. Miller informed her supervisors that she desired to report the criminal assault to law enforcement. FAC ¶ 38. Her supervisors expressly forbade her from reporting the incident to law enforcement. FAC ¶ 53. Ms. Miller was told that if she wanted to call the police, she would have to leave the premises. FAC ¶ 55. She decided to leave and call the police; on her way out, she informed her supervisor that she intended to call the police. FAC ¶ 62-63. Her supervisor reiterated that she may not do so on Gordon's premises. *Id.* She called the police as soon as she was off the premises. FAC ¶64. She made a report to the police. FAC ¶ 65. On her way home after reporting to the police she received a call that she was terminated. FAC ¶ 67. Ms. Miller suffered injuries from being wrongfully terminated and from her employers' malicious conduct. FAC ¶¶ 99, 106.

LEGAL STANDARD

When ruling on a motion to dismiss for failure to state a claim upon which relief can be granted, the Court must assume the truth of all well-pleaded facts, as well as the reasonable and logical inferences which may be drawn therefrom. *Popham v. State Farm Mut. Ins. Co.*, 333 Md. 136, 140 n. 2 (1993). Dismissal is only proper if, after the allegations of the complaint are construed in this light, the facts and allegations in the complaint would fail to afford the plaintiff relief if proven. *Board of Educ. v. Browning*, 333 Md. 281, 286 (1994).

ARGUMENT

Plaintiff states a claim for wrongful discharge because Plaintiff has pleaded facts that allege that she was discharged for reporting criminal activity to the appropriate law enforcement officers, which is a clearly established recognized public policy exception in Maryland.

The Maryland Supreme Court in *Wholey v. Sears, Roebuck & Co.,* 370 Md. 38 (2002), held that an employer who terminates an employee for reporting suspected criminal activity to the appropriate law enforcement authorities violates a clearly established public policy and is liable for the tort of wrongful discharge. *See also Parks v. Alpharma, Inc.,* 421 Md. 59, 80 (2011) ("The

Legislature has created a cognizable statutory interest in the ability to report crimes or testify at an official proceeding without fear of retaliation sufficient to sustain a wrongful discharge claim, but only if the employee has reported to the appropriate law enforcement or judicial officer.").

The public policy is based on "express statutory mandate [that] provides a discernible foundation for the public policy exception sought by the petitioner; namely, the Legislature has created a misdemeanor offense for a person who harms or injures another's person or property in retaliation for reporting a crime. *See* Md. Code, Art. 27, § 762 (1957, 1996 Repl. Vol., 2001 Supp.); *Wholey*, 370 Md. at 57-58.

Accordingly, a wrongful discharge claim survives a motion to dismiss if the employee alleges that she was terminated for reporting criminal activity to the appropriate law enforcement officer. *Id*. Assault, specifically strangling, is a crime. Md. Code Ann., Crim. Law, § 3-202(a). It is appropriate to report an assault by filing a report with the police. *See* Criminal Cases, Maryland Courts (mdcourts.gov), https://www.mdcourts.gov/legalhelp/criminalcases ("Someone committed a crime against me, how do I file charges? … File a report with your local police department.").

This is a quintessential case of wrongful discharge within the public policy exception set forth in *Wholey* and *Parks* because Ms. Miller clearly alleges that she was discharged for reporting an assault to the police. The elements of wrongful discharge are (1) the employee was discharged; (2) the dismissal violated some clear mandate of public policy; and (3) there is a nexus between the defendant and the decision to fire the employee. *Wholey*, 370 Md. at 139. There is no dispute that the FAC alleges that Ms. Miller was an employee and that she was discharged. FAC ¶¶ 9-11. There is also no dispute that the FAC alleges a nexus between the Defendants and the decision to fire her. FAC ¶¶ 67-69. The Defendants argue that she does not allege that the dismissal violated some clear mandate of public policy, but they are wrong.

The FAC alleges that when Ms. Miller left the warehouse to call the police, "she saw Mr. Mariner and told him that she was going to call the police," and that "Mr. Mariner once again said to her very clearly that she was forbidden from calling the police while on the company premises." FAC ¶¶ 62-63. The FAC also alleges that just after she reported the assault to the police, she received a call from Gordon and was told her employment was terminated. FAC ¶¶ 66-67. Based on these facts, the FAC expressly alleges that "Ms. Miller was terminated due to her calling the police to report a crime." FAC ¶ 76

Defendants incorrectly rely entirely on *Yuan v. Johns Hopkins Univ.*, 452 Md. 436 (2017), and ignore *Wholey* and *Parks. Yuan* is inapposite because in that case the Court found that the plaintiff had not actually reported a crime. Yuan, a scientist at Johns Hopkins, reported to a federal agency that his employer was engaged in "research misconduct." *Id.* at 441-42. The Court found that the activity that Yuan reported was not criminal, rather it was something that was best left to the University's internal policies. *Id.* at 457-58. His claim was barred because "there was no clear violation of the research misconduct regulations to warrant a cause of action for wrongful termination." *Id.* at 456. If instead of reporting a nebulous violation of a broad federal regulation to a federal agency, Yuan had been discharged after reporting a specific crime like an assault to the police, as Ms. Miller was, his claim would not have been barred. *Id.* at 453 ("overtly broad regulations could not form the basis for a wrongful discharge claim; specificity is important when relying on a statute or regulation").

Ms. Miller clearly alleged that she was fired for calling the police to report an assault, and accordingly she has sufficiently pled a wrongful discharge claim based on a clearly established public policy exception.

The Motion should be denied because the facts alleged in the FAC, when viewed in a light most favorable to the Plaintiff, set forth a *prima facie* case of wrongful termination.

Defendants argue that the wrongful discharge claim should be dismissed because "she readily admits that GFS informed her that she was terminated for violating the company's policies. See FAC ¶¶ 67–69." Motion, at 6. This is disingenuous. *The FAC **does not admit** that she was fired for violating company policies; the FAC alleges that **she was told by the Defendants** that she was fired for violating company policies.* Ms. Miller makes a *prima facie* nonconclusory allegation that she was wrongfully discharged for reporting a crime to the police, and that the stated reasons were merely pretextual.

The FAC alleges that prior to her termination she met all legitimate performance expectations (FAC ¶ 95), and that she did not violate any policies on the day she was summarily terminated (FAC ¶¶ 24-25, 27). The FAC clearly alleges, and it can be inferred, that the reasons that the Defendants provided for her termination were internally inconsistent and obviously pretextual. FAC ¶¶ 68-69 (alleging inconsistencies between the telephone call on the day of the incident and the termination letter received the next day). The inconsistencies combined with the proximity in time to the incident and the totality of the circumstances are sufficient to draw a reasonable inference at the motion to dismiss stage to set forth a plausible *prima facie* claim of wrongful termination. She was told not to report an assault to the police, she reported to the police, she was fired immediately. The Defendants do not – and cannot – dispute these basic facts at the motion to dismiss stage.

Defendants falsely and disingenuously argue that her *prima facie* case is deficient because she included in the FAC the obviously pretextual reasons provided by the Defendants and "nothing alleged in her FAC disputes the reason given for her termination." Motion, at 6. That is not true; she clearly stated that she met all performance expectations and did not violate any policies. FAC

¶¶ 95, 24-25, 27. The Defendants also attempt to split hairs by arguing that she does not allege that she was fired for calling law enforcement, instead she was fired for telling her supervisors that she intended to call law enforcement. This is not a serious argument, and in any event, it is not sustained by the FAC which alleges that she stated her intention to call the police for an entire shift but was only fired after she actually made the report to the police. It can easily be inferred in her favor that her employers became aware that she made the report before the decision was made to terminate her.

If the Defendants wish to assert as their defense that they had legitimate reason for the discharge, they may do so by providing evidence and moving for summary judgment. But at the motion to dismiss stage, all inferences that may be reasonably drawn from the complaint are made in favor of the nonmoving party. *Parks*, 421 Md. at 72. Accordingly, dismissal of Count I is inappropriate because the facts in the FAC are sufficient to set forth a *prima facie* case that she was fired because she reported an assault to the police.[1]

Plaintiff's claim of negligent supervision is not barred by The Workers Compensation Act because the tort of negligent supervision is outside of the scope of the WCA.

Maryland law is clear that emotional injuries stemming from torts like negligent supervision are not covered by the Workers Compensation Act. *Gasper v. Ruffin Hotel*, 183 Md. App. 211, 232 (Md. Ct. Spec. App. 2008) ("[W]e cannot agree that Gasper's exclusive remedy [for her negligent hiring claim] is found in a workers' compensation claim. Ruffin has referred us to no Maryland authority, and we have found none, to support its claim of preemption under the

[1] Should the Court find that the facts alleged are not sufficient for some reason to draw the necessary inferences, Plaintiff respectfully requests that the motion be granted without prejudice and with leave to amend to provide additional facts. *Mohiuddin v. Doctors Billings & Mgmt. Sols., Inc.*, 196 Md. App. 439, 452, 9 a.3d 859, 867 (2010) (dismissal without prejudice is appropriate where dismissal is based on "some procedural glitch or lapse in the necessary formalities, something that does not engage the merits of *res judicata* and that can be readily rectified on the next try").

MWCA."); *Le v. Federated Dep't Stores, Inc*., 80 Md. App. 89, 93 (1991) ("The quiddity of false arrest, defamation, and intentional infliction of emotional distress is non-physical. Those torts are ordinarily outside the scope of the Workers' Compensation Act.").

It is undisputed that Ms. Miller is not seeking compensation for *physical* injuries caused by her assailant. *See* Motion, 13-14. She is seeking compensation for the *emotional* injuries caused by the Defendants, including "embarrassment and humiliation and emotional distress" (FAC ¶ 99), because her supervisors failed to take seriously her credible allegations of physical assault, and because they forced her to "work an entire shift with her attacker" without doing anything to ensure her safety (FAC ¶ 103). The Defendants even went so far as to yell at her and to tell her "to move on with the day as if the assault had never happened." FAC ¶ 59. *See also* FAC ¶ 71 ("All her supervisors ignored her concerns and instead yelled at her for hiding from her attacker."); FAC ¶ 105 ("Defendants consciously elected to disregard Ms. Miller's rights as a victim of workplace assault and displayed an utter disregard for the consequences for Ms. Miller without exerting any effort to avoid those consequences."). As a result of her supervisors' negligent supervision, she suffered emotional injuries. The WCA does not provide a remedy for negligent supervision that causes nonphysical harm. *Gasper*, 183 Md. App. at 232.

Defendants' argument relies entirely on a single unreported Maryland case and two unreported Federal cases. Motion, at 11-12 (citing *Gladhill v. Chevy Chase Bank, F.S.B.,* No. 905 September Term, 2000, 2001 WL 894267, at *22 (Md. Ct. Spec. App. Aug. 1, 2001); *Lagrimas v. Gossel*, No. HAR 92–2262, 1993 WL 18951, at *3 (D. Md. Jan. 25 1993); *Plater v. UE&C Catalytic, Inc.,* No. HM–92–466, 1992 WL 414814 at *2 (D. Md. Oct. 14, 1992)). But the law in Maryland is clearly stated in the reported Court of Special Appeals case *Gasper v. Ruffin Hotel,* 183 Md. App. 211 (Md. Ct. Spec. App. 2008). In that case, a hotel employee was sexually assaulted

by a fellow employee and subsequently retaliated against for reporting the assault to her manager. *Id.* at 216-17. The defendants in that case made the same argument as the Defendants here, and the Court expressly rejected the argument. *Id.* at 230-233 ("we cannot agree that Gasper's exclusive remedy is found in a workers' compensation claim. Ruffin has referred us to no Maryland authority, and we have found none, to support its claim of preemption under the MWCA."). The court expressly stated that there is no authority to support the argument that the tort of negligent hiring was preempted by the WCA and concluded "we find no reason to abandon those general tort principles in favor of preemption under the MWCA."

The Defendants here cite no binding authority to support their argument and rely entirely on unreported cases that predate *Gasper*. Accordingly, the Motion to Dismiss Count II should be denied.

CONCLUSION

WHEREFORE, for the foregoing reasons, Ms. Miller respectfully requests that this Court DENY the Defendant's Motion to Dismiss.

Dated: May 9. 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of May 2024, a true and correct copy of the foregoing Opposition to Defendants' Motion to Dismiss and Proposed Order was sent via MDEC to:

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E-FILED; Harford Circuit Court
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MALISSA MILLER,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
GORDON FOOD SERVICES INC., et al	)	CARROLL COUNTY
	)	
Defendants	)	
	)	CaseNo: C-06-CV-23-000313

PLAINTIFF'S SUPPLEMENTAL BRIEFING IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

On March 5, 2025, Defendants filed a motion for summary judgment. A hearing was held on the motion on March 18, 2025, before the 15 day deadline for Plaintiff to file a response. Accordingly, the Court provided Plaintiff until March 21, 2025 to submit a supplemental response.

The issue before the court is whether there are triable issues with respect to the two claims in the Amended Complaint. The first claim is wrongful termination and it alleges that Plaintiff was wrongfully terminated because the Defendants fired her for calling the police to report an assault that she was the victim of at Gordon Foods' Warehouse that occurred while she was working a shift in the warehouse for Gordon Foods, in violation of a clear public policy.

Plaintiff alleges and will testify at trial that on September 12, 2022, she reported an assault to her supervisors just after it happened at 7:00 AM. As of 9:00 AM, her supervisor Nick Mariner sent an email to Aaron Lee that he would be obtaining the video and conducting his own investigation. Exhibit B. Neither Mariner nor Lee work for HR. HR did not make any written documentation of the incident until 2:24 when HR Manager Monet Green sent an email to

Defendant Trevor Naude, also in HR, that Miller should be sent an envelope to return her security badge. Exhibit A. At 2:15, Mariner sent an email to Lee, not including Green, recommending that Miller be terminated. Exhibit B. He mentioned that Green had a conversation with Miller, and that Green also felt that Miller should be fired. Mariner asked Lee if he also supported termination. *Id.* At 2:39, Lee cc'd Green in his response to Mariner and stated he agreed because "physical contact of any kind will not be tolerated." *Id.* At 2:41, Mariner sent an email to Kim Ziemann of Gordon Foods requesting that Miller's security badge be deactivated.

Miller alleges, and Mariner and Lee confirm in their individual affidavits, that Miller was erratic after the assault persistently demanded that Defendants call the police. The Defendants refused and told her that she was not permitted to do so while on Gordon's premises. She remained in a panicked state in her office from 7:00 AM until the end of her shift at 1:00 PM. At that time, she disobeyed Defendants instructions and called the police from her office. She told Mariner that she was going to call the police before she did.

She was able to see the parking lot from her office window. The police responded at 1:25, and called Miller to let them know they arrived. Miller ran out of her office to meet the police in the parking lot. On her way out, Monet opened the door after Miller was already halfway out of the parking lot. Monet called Miller's name, but Miller said, "don't talk to me now, now that the police are here." Defendants Exhibit A, Miller Deposition Transcript, at 393:2-7. This is evidence that Gordon knew about the police being called and responding, at around 1:25.

Miller spoke to the police, and a report with her statement was filed at 1:38 PM. Miller got in her car and drove to her home that is 22.3 miles away from Gordon's warehouse. During her ride home, Monet Green called her and told her that she was fired because she violated safety policies. Exhibit E, page 2 ("as you all told me on the phone it was bc of a safety violation.").

The next day Miller received a one paragraph letter that she was terminated "for your actions that day, which violated GFS Code of Conduct, safety policies and Workplace Violence policy." Exhibit E, page 1. No other details were given. Her termination was effective on September 12.

Plaintiff alleges and argues that the reasonable inference based on the circumstances is that her termination occurred on a phone call with Green at around 2:00 PM when Plaintiff was driving home, just minutes from when she was seen by Green speaking to the police, after she had indicated throughout the day that she wanted to report the assault to the police. The scant documentation that was generated after her termination is nothing more than window dressing to cover up the true wrongful reason for her termination.

There is copious evidence that supports Miller's theory. The most glaring is the irregularity of the "investigation" to the extent there was an investigation at all. Gordon is a large company that has procedures for investigations of even offensive comments, as is shown by the extensive investigations into Defendant Aaron Lee's conduct that occurred soon after Miller's termination. Lee was accused of several instances of making offensive comments, including saying the N-word and disparaging a pregnant woman for her weight. He also on multiple occasions made comments that were found upon investigation to be retaliatory. In each of these cases, a thorough investigation was conducted, including witness statements and opportunity for Lee to provide his version of events. In none of these cases was he terminated summarily as Miller was. In all cases, recommendations were made as to what the consequences should be. He was not fired until after several infractions.

Miller's case is starkly different. There was no investigation report of the incident which included a complaint of criminal physical assault by a male employee against a female employee. The only evidence of an investigation of any kind is a one sentence, hand written

statement from the assailant. Exhibit I, GFS 000076. There is no investigation into safety concerns or code of conduct violations. There are no witness statements. There is no HR report of an investigation. There is no finding of facts. There are no conclusions as to which specific policies were violated and how. There are no recommendations as to next steps. She was summarily fired, and a one-page ad hoc report by her supervisor - not HR - was hastily slopped together the next day. Moreover, from the documentation it appears that Robinson, the assailant, was even permitted to come to work on September 13, as his termination was effective on the 13th, whereas Miller's was effective on the 12th. The fact that Miller received a phone call minutes after her police report was filed, whereas Robinson was seemingly blissfully unaware of his termination until he came into work the next day, strongly suggests that Miller was filed because she called the police.

Moreover, the investigations into Lee show that he had a propensity for retaliating against female employees like Miller, and that he did not respect the hiring and firing processes of HR and Gordon in general. This supports the theory that Miller was not fired because of any conduct, but rather in retaliation for calling law enforcement.

Moreover, Defendants claim that part of Miller's firing was because she used offensive language, but the Lee investigations show that foul language was routine and not a fireable offense, and was routine even among leadership.

Finally, all of the investigations into Lee suggest that Gordon was not concerned as much with the offensive comments to female and minority employees as much as they were concerned with legal liability. Lee was allowed to continue to be employed after five instances of offensive language, including using the N-word, disparaging a pregnant woman because of her weight, making female employees feel "threatened," and actually threatening retaliation. He was

ultimately fired for subjecting Gordon to federal liability for rehiring an employee without filling out the proper federal paperwork, thus showing that Gordon was more concerned with liability than it was with the safety and dignity of its employees. This supports Miller's allegation that she was not fired because she offended anyone with foul language or violated a safety regulation, but rather because calling the police could subject Gordon to legal liability.

There is ample evidence for a jury to find that Gordon's alternative theory is pretextual and that Miller was wrongfully terminated for calling the police. This is a triable issue of material fact, and therefore summary judgment should be denied and count one for wrongful termination should proceed to a jury.

Cout two is far more simple. Miller testifies that Defendants were on notice that Robinson had bruised her in a domestic issue in the past. Defendants Exhibit A, Miller Deposition Transcript, at 153-54. Defendants did nothing to investigate these allegations of physical abuse by Robinson against Miller. Based on the Lee investigations, Gordon should have taken very seriously the fact that one of their employees working on the warehouse floor had allegedly physically abused a female coworker. This should have triggered an investigation, especially with how Gordon sprang into action when a single derogatory comment was made about a pregnant woman's weight. Defendants had a duty to investigate as it did other allegations of verbal offense. Defendants breached the duty by not doing so. As a proximate result of the breach, no precautions were taken to at least ensure that Robinson and Miller do not come into contact with each other until the complaint was reasonably investigated to ensure that Miller was not in danger. The breach ultimately led to Miller being assaulted on the warehouse floor. Moreover, when Robinson assaulted on September 12, Defendants had a duty to ensure Miller's safety by calling the police or at least by sending Robinson home. His presence in the facility

caused emotional trauma, especially since she could not see him and feared he could appear at any moment and assault her again.

Defendants argue that Miller said that she wouldn't bring her drama to work, and that notice that Robinson was violent at home is not the same as notice that he would be violent in the workplace. But these are all questions for the jury. Miller said she would not bring HER drama to work. That says nothing as to whether Robinson would bring HIS drama. Defendants' argument that knowledge that Robinson was potentially violent at home does not translate to violence in the workplace does not hold water. The fact is, a complaint was made by Miller that Robinson was physically abusive towards her. It should not matter where he was abusive, only that he was abusive, and Gordon had a duty to investigate to make sure there was no danger. A jury can find that such knowledge put Defendant on notice that he could be violent to her again. Finally, Defendants argue that Miller had a duty to be more proactive in reporting the domestic abuse. This blame-the-victim approach should not be credited as a matter of law. A jury could find that she made it known loud and clear to the Defendants. These are all triable issues and therefore Count two should also proceed to a jury trial.

PLAINTIFF'S STATEMENT OF FACTS AND INFERENCES

Timeline of September 12-13, 2022

1. Inferences drawn from the timeline of events on September 12 and 13, show that Miller was fired in a phone call by Monet Green that took place just after 2 PM, minutes after a police report was filed at 1:38 PM, and that GFS employees had email discussions *after the fact* to create the false impression that there was an investigation and deliberation before firing her and to create a paper trail to support a legitimate pretextual reason for the firing that was not motivated by retaliation for filing the police report.

2. On September 12, 2022, at around 7:00 am, an altercation occurred between Robinson and Miller. The altercation was captured on video. In the video, Robinson can be seen making physical contact with Miller.

3. Miller considered the incident to be a criminal assault.

4. Within minutes, Miller reported the assault to Mariner.

5. At exactly 9:00 am, Mariner sent an email to Lee stating that he was conducting an investigation, and that he planned to take statements from Robinson and Miller and obtain the video. The inference is that he had not done that as of 9:00 am, two hours after the incident had occurred showing a lack of urgency. Exhibit B.

6. He also said he had instructed Robinson and Miller not to discuss the incident with other teammates while the internal investigation was ongoing. Exhibit B.

7. As set forth below, the "investigation" into the Miller incident deviated in every way from routine investigations, as shown from six investigations into Defendant Aaron Lee. Exhibits J, L, M, N, O, and P.

8. There are no written communications regarding the incident from 9 am until 2:15 pm. This shows there were no deliberations about whether the incident itself was grounds for termination.

9. For six hours, from 7:00 AM until sometime around 1:00 PM, Miller went to Mariner multiple times throughout the day asking about what they were doing about her report of Robinson assaulting her. Mariner Aff.

10. Miller was told not to call the police on GFS property. Miller depo at 183:13-184:20.

11. Miller called the police from her office at around 1 pm. Miller depo at 183-84.

12. Miller was able to see the GFS parking lot from her office.

13. Miller saw the police arrive in the GFS parking lot at around 1:15. At that time, Miller got up to leave her office to meet the police in the parking lot.

14. On her way out, Miller told Mariner at around 1:15 pm that she was going to call the police. Miller Depo., at 183-85.

15. As Miller left to meet the police, Green yelled to her in the parking lot that she wanted to talk to Miller, but Miller did not talk to her because she went to go meet the police. Miller declaration. *Id.* at 393.

16. Miller met the police at 1:25 pm. Exhibit H.

17. Miller spoke with the police in the GFS parking lot for 13 minutes. Exhibit H.

18. Miller left GFS at around 1:38. Exhibit H.

19. During Miller's drive home she received a phone call from Monet Green around 2pm, 22 minutes after she had spoken to the police. Miller depo, at 320, 357.

20. Miller lived 22.3 miles from GFS.

21. Green called Miller sometime between 1:50 pm and 2:00 pm telling her she was terminated. Exhibit B. Miller Depo, at 357.

22. This is further supported by the reference to "her conversation with Monet" in Mariner's 2:15 pm email. Exhibit B.

23. It is also supported by an email sent the next day at 1:32 PM where Miller wrote to Green, "as you told me on the phone it was because of a safety violation." Exhibit E.

24. The fact that it was Monet Green who called Miller to terminate her is further supported by the September 13 termination letter sent from Green to Miller referring to "our phone call."

25. At 2:15 Mariner suggests in an email to Lee that Miller be terminated. Exhibit B.

26. This email occurred at least 15 minutes after Miller received the call from Green telling her that she was terminated. Miller Depo at 357.

27. Monet Green was not included in Mariner's 2:15 email, which can be inferred from the fact that he refers to "Monet" in the third person as if she is not included. *Id.*

28. At 2:24 Monet Green emailed Trevor Naude, "Please send an envelope to Christopher Robinson and Malissa Miller requesting their badges be returned. They can enclose their badges in the self-addressed envelope," showing that Miller was fired sometime before 2:24 PM. Exhibit A. Miller and Lee were not included in that email.

29. Lee responds to Mariner at 2:39 stating he agrees that Miller and Robinson should be terminated. Exhibit B. By that time, Monet Green had already fired Miller and had taken steps to revoke Miller's badge credentials.

30. At 2:41 Mariner emailed Kim Ziemann to turn Miller's badge off. Exhibit B. Monet Green and Trevor Naude were not included in that email.

31. From the two separate email conversations requesting that Miller's badge access be revoked, one at 2:24, and the other at 2:41, it can be inferred in a light favorable to Miller that she was fired by Monet prior to 2:24.

32. At 2:41, two minutes after Mariner and Lee "agreed" that Miller should be terminated, Miller emailed Eric Don asking why she was terminated. Exhibit B.

33. The inference in a light most favorable to Miller is that she was fired earlier than 2:39. To infer otherwise suggests that Mariner saw Lee's email agreeing that she should be fired almost immediately, and then picked up the phone, called Miller to fire her, and then typed up an email to revoke her credentials, all in a span of 2 minutes, which is very unlikely. A much more

reasonable inference, in a light most favorable to Miller's case, is that the firing phone call was from Monet Green and it took place prior to 2:24.

34. At 5:13 pm Miller requested a letter of termination, Exhibit B.

35. The next day, September 13, 2022, at 11:54 PM Green emailed a generic termination letter that did not include reasons why Miller was fired. Exhibit E.

36. At 1:32, Miller responded to the generic termination letter and requested for the reasons specifically why she was terminated. Exhibit E.

37. At 4:17, Green sent a second termination letter stating, As it was mentioned on your call with your supervisor, your employment is being terminated by GFS effective September 12, 2022, for your actions that day, which violated GFS Code of Conduct, safety policies and Workplace Violence policy. Exhibit E.

38. The second more detailed termination letter did not include any investigation report.

39. Moreover, the letter did not include any past incidents of bad conduct. The reasonable inference is that this was Miller's first violation of the code of conduct that she is accused of violating. When compared with the investigation reports regarding Aaron Lee's conduct that are set forth in detail below where Lee was given five chances on separate incidents before he was terminated, the reasonable inference is that Miller was not fired for her conduct, but for some other reason.

40. There are suggestions in Exhibit E that there was a phone call with Mariner, but there is no indication as to when that call took place. The inference drawn in favor of Miller suggests the call occurred on September 13, between 1:32 when Miller demanded reasons why

she was terminated and 4:17, when Green referenced that there was a call with her supervisor, presumably Marnier.

41. On September 13, Nick Mariner signed and dated a "Notice of Termination" report. Exhibit F. The report was not signed by Miller. *Id.* The report concludes that the findings "will result in termination of employment." The inference to be made in favor of Miller is that these reports are routinely provided to employees prior to their termination, and the employees are asked to sign them. Here, it was not prepared until a day after her termination.

42. The report even includes a section on "resources/solutions" and recommends for Miller to "Escalate any issues that you have to your lead or supervisor. Do not engage in behavior that will go against our code of conduct policy and safety handbook." *Id.* A section including a remedy and directions for future conduct makes no sense in a report that concludes that she will be terminated. The inference to be drawn in Miller's favor is that this irregular and seemingly irrational application of the normal procedures, completed a day after she was already terminated, suggests that the Defendants sought to create a paper trail to cover up wrongful retaliatory termination with a seemingly legitimate reason.

43. Also on September 13, Mariner signed and dated a similar report for Robinson's termination. Exhibit I. This included a document that purports to be a "witness statement" from Christopher Robinson. The statement is not signed or dated. The statement admits to assaulting Miller, stating, "I was operating a forklift and Malissa came to me screaming and hollering and cursing calling me a Bitch and gerring in my space so I pushed her away." *Id.*

44. Unlike Miller who was terminated effective September 12, Robinson's termination was effective September 13, suggesting that he came to work that day.

45. The inference drawn in favor of Miller is that there was no investigation on September 12, and that Robinson was not interviewed on the 12, and that Robinson was not fired on the 12th.

46. There is only an unsigned brief write statement from Robinson but no written statement from Miller, even though Miller reported the assault several times on September 12, from the moment it happened until the decision to terminate her. There is no evidence that she was asked to provide a written statement, and there is evidence that she would have provided one in that she did provide a written statement to the police. *Id.*

47. The timeline suggests that Miller was fired because she called the police. This inference is reasonable, in sum, because she reported the assault at 7:00 AM, and was not fired until just minutes after she called the police, and before an investigation into the incident was concluded. The Defendants claim that she was fired because she acted inappropriately during the incident and when reporting the incident. But if that were true, they could have fired her and sent her home at 7:00 AM, or 9:00 AM, or anytime between 9:00 AM and 1:00 PM. But they did not. They only fired her minutes after a police report was filed at the address of Gordon Foods (see Exhibit H). The firing occurred a day prior to the conclusion of Mariner's investigation into the incident, and a day prior to when the assailant Robinson was fired. Exhibit I. It is at least as reasonable to infer that in fact the firing occurred at around 2 PM on September 12, in a phone call by Monet Green because Green saw Miller speaking with the police, or else assumed that Miller called the police because Miller had felt she was assaulted and had told them that she would contact the police, which is not an unreasonable inference. The Defendants ask the Court to infer that she was fired based on their pretextual reasons. But this inference is not made in a light most favorable to Miller, and further it is not reasonable, because if true, Miller would have

either been fired earlier in the day when she was allegedly inappropriate with the Defendants, or else the next day after the conclusion of the investigation and after she had a chance to provide a written statement as her assailant was provided. That fact that she was summarily fired just after the police report was filed suggests that she was fired because the Defendants were aware of the police report.

Previous violations of similar policies:

48. Aaron Lee had been investigated five times before he was terminated. These investigations show the normal policies employed for these types of investigations. The procedure was obviously different and more reflects a deliberative process and thorough investigations. Significantly, the Lee investigations were conducted by HR and the supervisors are interviewed as witnesses, as opposed to in Miller's case, where the investigator was her supervisor Mariner who instead should have been interviewed as a witness to her alleged violation of the code of conduct. The inference to be drawn in Miller's favor is that the "investigation" of Miller was a sham, and in fact she was fired summarily at around 2:00 PM just after she filed a police report because the Defendants were aware of the police report and fired her in retaliation, and not because of the "findings" of the irregular sham investigation.

49. The incidents described in the investigation reports against Lee and set forth below show he had a propensity for insensitivity and disrespect towards female employees, and a pattern of retaliation, including threatening to terminate them.

50. Most significantly, one of the investigation reports specifically found that Lee engaged in "retaliation against an employee who exercises his or her rights under the law." Exhibit N, page 3, Bates stamp GFS 000484.

51. A Complaint was filed against Lee on January 23, 2023, not long after Miller's termination. Exhibit J. In that case, there was a "Confidential Investigative Report" form that is thorough and comprehensive. He was investigated for allegedly "using disrespectful words that was insulting" to another employee - the same allegation that Miller was supposedly fired for.

52. The investigation was conducted by Monet Green from the HR department. In Miller's case, Mariner claimed to conduct the investigation, which seems to be out of his realm of responsibility.

53. The finding was that Lee had violated the code of conduct.

54. The investigation included statements taken from witnesses who were present at the time of the incident. No witnesses were interviewed in Miller's case.

55. The investigation report included a section stating that "this investigation began on 1/24/2023 and is being carried out in accordance with the Company Code of Conduct Policy." No such statement was made in the Miller case. The report discusses the initiation of the investigation and thoroughly details the process of the investigation.

56. There is a section about findings and conclusions. It cites to the page in the "standards of conduct" and states specifically how the alleged conduct violated the company's policies. None of this was done in Miller's case, even though she specifically asked for the reasons she was fired. The Lee investigation included an appendix with a record of evidence including the GFS code of conduct policy. This did not occur in Miller's case.

57. Not only was Lee not fired for this conduct, according to the report's conclusion, he was provided feedback and he "did not agree with the feedback, refused to acknowledge the problem, and according to Green, he "undermines HR's ability to ensure the upholding of Gordon Foods Cornerstone values." Exhibit J, page 2.

58. On February 7, 2023, Green investigated Lee again. Exhibit L.

59. In that case, the incident involved a verbal altercation between Lee and another female employee who was "in a distressed state." The female employee reported the altercation to Monet Green at 9:07 PM. Green immediately headed to the office in the evening and arrived at 9:45 PM "to attempt conflict resolution." This type of immediate response did not occur in Miller's case, even though it happened during the day when Green was in the office, and involved a physical altercation and a female employee (Miller) who was also in a "distressed state." In the case on February 7, Green arrived too late to interview the female employee who had already left, but still conducted an investigation and interviewed witnesses.

60. Lee was accused of violating several policies including "threatening language," inappropriate conduct," and "retaliation," but "no actions were taken as the employee signed before the conclusion of the investigation. Exhibit L. The investigation report was written ten days later on February 17, showing that investigations into this type of conduct are not concluded within hours.

61. The appendix of evidence included text messages from HR to the complainant. Exhibit L.

62. Just days after the conclusion of the investigation of the February 7 incident, on February 21, another complaint was made against Lee. This time, Lee sent an email that was found to be "disrespectful." Exhibit M.

63. The investigation of a "disrespectful" email took several days, and a meeting with Lee to discuss the email occurred a week later on February 28. In the case of Miller, she was fired before the conclusion of an investigation that only supposedly occurred the following day and was nowhere near as thorough as the investigation into a disrespectful email. The reasonable

inference to be drawn in Miller's favor is that the "investigation" of Miller's incident was a sham.

64. Lee was provided multiple opportunities during the investigation to respond to the allegations of misconduct. Once by email on February 22, and a second time at the meeting with Lee on February 28, to discuss the email. Exhibit L. Miller was never provided with such an opportunity. Once again, the inference to be drawn is that the "investigation" into her incident was a sham.

65. The investigation concluded that Lee was "inappropriate, rude, and disparaging." During the meeting, Lee showed "resistance to feedback and failed to take responsibility for his actions." The company's response was to make him aware of the policies, and provide training programs to educate him on the importance of treating coworkers with respect and dignity. Exhibit M. Miller was not provided with these opportunities. The inference drawn in Miller's favor is that the pretext that she was fired for her conduct towards others is not legitimate, and in fact, she was fired because she called the police.

66. Supporting evidence in the February 21 incident investigation report included written responses from Lee to the allegations against him. No such evidence was obtained in Miller's case.

67. Two days after the February 21 incident occurred and while he was under investigation for that incident, Lee allegedly "insulted a female employee's pregnancy related weight and threatened to retaliate and terminate her job for taking maternity leave." Exhibit N.

68. The investigation into this comment made on February 23, concluded on March 9. The investigation included statements taken from 3 witnesses. The disparaging remarks about

her pregnancy were considered so serious that on March 3, "details of the complaint were escalated to the Human Resources Regional Director." Exhibit N.

69. The report found that Lee violated several Gordon policies, including **"retaliation against an employee who exercises his or her rights under the law."** This is the exact allegation that Miller is making in this lawsuit. Exhibit N, page 3.

70. The report also found that he engaged in "threatening, intimidating, or assaulting, another person." Exhibit N, page 3.

71. Lee was still not fired for his conduct, and instead it was recommended that he "apologize" and complete an online training course. A written document was added to his personnel file, he was required to complete a "360 review" and his "progress" would be supported and monitored. The report included multiple detailed written statements, unlike Miller's that only contained a one sentence statement from Robinson. The reasonable inference is that the "investigation" into Miller's incident was a sham.

72. On July 25, Lee was investigated for another violation of company policies. This time, on July 18, Lee used the n-word. Exhibit O. An investigation began the same day the complaint was filed.

73. During the investigation, HR inquired if others had heard Lee say the n-word or other profane words, including the F-word. Several witnesses were interviewed and several witnesses reported that cursing is routine and commonplace at the warehouse. One witness stated, "If the N word or any profanity was used he would not have noticed because they speak that way amongst themselves as leaders but not out on the floor for employees to hear." Another witnesses stated, "that it's normal for the warehouse production leadership to curse." He also stated that "we are comfortable enough with each other to be direct and talk like we are in the

street but not really in the street." Another witness stated, that "they all curse." Exhibit O, page 2 GFS 000490.

74. The reasonable inference drawn in Miller's favor from these witness statements is that cursing is routine, even among the leadership, and acceptable and not a fireable offense. It is notable that Lee was supposedly part of the deliberations to terminate Miller at 2:39 PM on September 12, when he in fact called another employee the N-word on another occasion. The only reasonable inference is that Lee did not believe that Miller should have been terminated for cursing.

75. The investigation found that Lee had engaged in "expletive language" and that "this is not the first incident related to Aaron Lee demonstrating behavior that is contrary to GFS standards of conduct." The report went on to list all of the previous incidents mentioned above. The reasonable inference is that cursing is not a fireable offense for a first time offender.

76. The conclusion at the end of the report was that "appropriate actions must be taken to address the policy violation and maintain the integrity of our organization." But the report does not indicate which steps were recommended. Exhibit O. The investigation report was signed on July 26.

77. On July 24, another complaint was made against Lee. Exhibit P. In this instance, Lee allowed a rehire to start work before completing a federal I-9 document that must, by law, be filed no later than the start date. The investigation was completed on July 31, after the investigation into the N-word incident. At the conclusion of the report, HR recommended termination.

78. All of these incident reports show that in the normal course, investigations are thorough and take multiple days. They include witness statements and an opportunity for the

employee to give a statement as well. HR makes findings of facts and then makes recommendations as to next steps. None of this happened with Miller. We don't see any report about an investigation into the assault incident or into her alleged cursing and other violation of safety or code of conduct. All of this leads to the inference that the event that triggered the firing of Miller was her filing a police report, and a reasonable jury can find that the reason offered by the Defendants is pretextual and not the real reason.

Negligent supervision:

79. Miller put GFS on notice of Robinsons propensity for violence when she showed and told Nick that Robinson caused the knot on her head (Miller Depo p. 117, 14- 119,6)

80. Miller told Nick when she told him about the knot that she would keep HER personal drama out of the workplace. Miller depo, at 154.

81. GFS did nothing to look into this matter further, they took Miller's statement about the knot on her head and took no further steps. (Miller depo p. 117, 14- 119,6)

82. After the assault Miller reported Robinson immediately (Miller depo p. 102, 1-15.

83. GFS did nothing to protect Miller while they looked into the matter. The only thing Miller and Robinson were told was to stay away from each other. (Exhibit B)

84. GFS had a report of a male physically assaulting a female co-worker, and before the allegations could be proven false, GFS allowed the two of them work their shifts, where Miller could not see Robinson. (Exhibit B)

85. GFS told Miller and Robinson not to interact, if Robinson cannot communicate with Miller, then he cannot perform his duties. (B, Miller depo 231, 21- 232, 10)

86. Nick stated that Miller could have used the leads to communicate with Robinson, even though that is not their job. (Mariner aff).

87. GFS was also on notice that Robinson has a propensity for violence, as he just attacked a woman at work.

88. There was a video tape of the assault, where it was never in dispute that Robinson physically assaulted Miller.

89. The moment GFS saw the video of Robinson assaulting Miller, Robinson was unfit for his duties. Even if the assault did not cause Robinson to be unfit for his duties would be that Robinson and Miller could not interact requiring them to use third parties to do his duties Mariner aff)

CONCLUSION

For those reasons, the Court should find there are triable issues of fact, summary judgment should be denied, and the claims should proceed to trial by jury.

Dated: March 21, 2025

Respectfully Submitted,

/s/Sarah Spitalnick
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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this th day of March 21, 2025, a true and correct copy of the foregoing Plaintiff's Supplemental Briefing in Opposition to Defendants' Motion for Summary Judgement was sent via MDEC to counsel of record for the Defendants.

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
Counsel for plaintiff

E-FILED; Howard Circuit Court
Docket: 4/12/2024 5:35 PM; Submission: 4/12/2024 5:35 PM
Envelope: 16084584

BLAKE HADEL, 4050 Beach Road, Dundalk, MD 21222 *Plaintiff*,	)	IN THE CIRCUIT COURT FOR HOWARD
v.	)	
ACADEMY FORD SALES, INC. 13401 Baltimore Ave. Laural, MD 20707 and ANTWERPEN AUTO GROUP 12420 Auto Drive Suit 201 Clarksville MD, 21029 and MEGHAN MAGGIO 7295 Jenna Road. Marriotsville, MD 21104 *Defendants*,	)	COUNTY CASE NO: C- C-13-CV-24-000309

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq., hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF ACTION

1. Plaintiff, Blake Hadel, (hereinafter "Plaintiff" or "Mr. Hadel") desired to purchase a new truck. Defendant Meghan Maggio (hereinafter "Ms. Maggio"), an employee of Defendant Antwerpen Auto Group (hereinafter "Antwerpen"), made several false statements to induce Mr. Hadel to purchase an expensive truck from Antwerpen by promising a "house deal" that would enable Mr. Hadel to purchase the truck at a significant discount.

2. The "house deal" involved, *inter alia*, a rebate whereby Mr. Hadel would take out a loan for the truck and Antwerpen would reimburse him for a substantial portion of the cost. But

for these misrepresentations, Mr. Hadel would otherwise not have considered purchasing such an expensive truck.

3. Ms. Maggio's employer Antwerpen knew or should have known that Ms. Maggio made these false statements, and by its actions and inactions it contributed to Mr. Hadel's reasonable reliance on Ms. Maggio's false statements.

4. Ms. Maggio further misrepresented that Defendant Academy Ford Sales (hereinafter "Academy") would facilitate the "house deal." Ms. Maggio personally brought Mr. Hadel to Academy to purchase the expensive truck. Ms. Maggio told the employees of Academy about the "house deal." Academy sold Mr. Hadel the truck, even though it knew or should have known that the "house deal" was a misrepresentation and that by selling the truck to Mr. Hadel, it would be furthering the victimization of Mr. Hadel.

5. Further, Academy forged Mr. Hadel's signature on several documents which they submitted to a bank which then authorized a loan in Mr. Hadel's name.

6. By the time Mr. Hadel realized that he had been lied to, he had already incurred substantial damages.

7. Mr. Hadel seeks an award from this court for compensatory damages, punitive damages, statutory damages, interest, attorney fees, and court costs.

PARTIES

8. Plaintiff, BLAKE HADEL, is a resident of the State of Maryland.

9. Defendant, MEGHAN MAGGIO, is a resident of the State of Maryland.

10. Defendant, ACADEMY FORD SALES INC., is a corporation incorporated under the laws of Maryland, with its principal place of business in Maryland.

11. Defendant, ANTWERPEN AUTO GROUP, is a corporation incorporated under the laws of Maryland, with its principal place of business in Maryland.

JURISDICTION AND VENUE

12. Jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501 and § 6-102, because Ms. Maggio resides in Maryland and both Antwerpen Auto Group and Academy Ford Sales Inc.'s primary places of business are in Maryland.

13. Venue is proper pursuant to § 6-201 because Defendant Antwerpen Auto Group has its principal office in Howard County.

FACTS

MS. MAGGIOS INDUCEMENT OF MR. HADEL

14. Mr. Hadel met Ms. Maggio socially around June of 2020.

15. At that time, Ms. Maggio was an employee of Antwerpen.

16. Around June or July of 2021, Mr. Hadel mentioned to Ms. Maggio that he was going to trade in his 2011 F-250 truck that he owned at that time and purchase a newer used F-150 to replace it.

17. Ms. Maggio told Mr. Hadel not to buy an F-150 because she could get him a "house deal" with her employer Antwerpen on a brand new 2021 Ford F-250 Super Duty pick-up truck (hereinafter "F-250"), which is far better than any truck that Mr. Hadel was considering.

18. Ms. Maggio told Mr. Hadel that she was an authorized agent and authorized by Jack and Michael Antwerpen to give Mr. Hadel this "house deal."

19. Jack and Michael Antwerpen were the co-owners of Antwerpen at that time.

20. Ms. Maggio stated that Antwerpen had a particular F-250 available at its location in Clarksville, MD for this "house deal."

21. Ms. Maggio stated that the "house deal" required that Mr. Hadel trade in his old F-250 and pay a nominal down payment.

22. Additionally, Antwerpen would assist Mr. Hadel in applying for and obtaining a loan to cover the cost of the vehicle, and Antwerpen would furnish a substantial rebate on the purchase of the vehicle that Mr. Hadel could then use towards paying off the loan.

23. These statements were false. There was no F-250 available for this "house deal," and Antwerpen had no intention of furnishing a rebate of any kind.

24. Mr. Hadel reasonably relied on Ms. Maggio's representations because he knew Ms. Maggio was a car salesperson for Antwerpen.

25. Ms. Maggio told Mr. Hadel that she was authorized to offer deals and sell cars to customers.

26. Ms. Maggio's employment at Antwerpen was documented through multiple postings on Facebook. Ms. Maggio was proud of her employment at Antwerpen and would constantly tell Mr. Hadel about her employment there. Mr. Hadel had no reason to doubt Ms. Maggio's employment at Antwerpen or the deal she was offering him due to her confident demeanor and ample proof she was authorized to offer Mr. Hadel a deal on the F-250.

27. Further, Ms. Maggio represented that the deal was being offered because COVID had disrupted the car industry.

28. During that time, around 2021, many industries, including the car industry, were suffering, and it was not uncommon to see unusual offers from retailers.

29. Ms. Maggio knew that but for her representations Mr. Hadel would not have bought the F-250.

30. Ms. Maggio knew that Mr. Hadel could not afford the F-250 at its retail price without the rebate that she offered.

31. Ms. Maggio knew that Mr. Hadel had never purchased a new truck or taken out a vehicle sales loan. She knew he that he only bought used cars from private sellers and had never before been to a car dealership to purchase a car.

THE PURCHASE OF THE F-250

32. Around the beginning of September, Mr. Hadel told Ms. Maggio that he was interested in accepting the "house deal" and asked when he could go to Antwerpen to purchase the F-250.

33. On or about September 9, 2021, Ms. Maggio informed Mr. Hadel that she would facilitate the "house deal" but there was a minor modification. Specifically, she told Mr. Hadel that the vehicle that had been reserved for the "house deal" had been damaged by an employee at Antwerpen who put the wrong type of gas into the gas tank.

34. Ms. Maggio said that she had arranged on behalf of Antwerpen to take Mr. Hadel to another car dealership, Academy, and that Mr. Hadel would buy the car from Academy and that Antwerpen would furnish the rebate to Mr. Hadel.

35. On or about September 11, 2021, Ms. Maggio met Mr. Hadel at his home and they both drove to Academy in Mr. Hadel's F-250.

36. Ms. Maggio met with Colin Campbell (hereinafter "Mr. Campbell"), an authorized salesman at Academy.

37. Ms. Maggio stated to Mr. Campbell that she was there, on behalf of Antwerpen, to purchase the F-250 for Mr. Hadel. She specifically stated to Mr. Campbell that she was Jack

Antwerpen's personal assistant and was authorized to solidify this purchase on behalf of Antwerpen and that Antwerpen would be furnishing a rebate to Mr. Hadel.

38. Ms. Maggio picked up her phone at the dealership and represented that she was speaking with Jack Antwerpen and that he was approving the deal with her on the phone.

39. Mr. Campbell did not ask to speak with Jack Antwerpen personally to confirm that he was on the phone or that he approved the deal.

40. Ms. Maggio described in intricate detail that Mr. Hadel was trading in his old F-250, providing a nominal down payment, and would receive a rebate from Antwerpen.

41. Ms. Maggio made it clear to Mr. Campbell that Mr. Hadel could not afford this F-250 without the rebate.

42. Mr. Campbell and Ms. Maggio discussed the "house deal" for approximately 20 minutes.

43. Mr. Hadel is an average unsophisticated customer without specialized knowledge as to the procedures at car dealerships.

44. Ms. Maggio and Mr. Campbell knew or should have known that Mr. Hadel was an unsophisticated customer.

45. Mr. Campbell either acted with extreme disregard for Mr. Hadel's ability to purchase the F-250 free from fraud or coercion, or acted with malice where he knew the "house deal" was fraudulent and went through with the sale anyway so that he could receive the hefty commission from the sale.

46. Mr. Campbell told Mr. Hadel that Academy would run a credit check before the purchase.

47. Mr. Hadel was brought to the office of Academy's employee charged with handling customer finances including credit checks.

48. The employee asked Mr. Hadel for his personal information so that he could check Mr. Hadel's credit to ensure he was qualified for the loan.

49. Mr. Hadel provided the information.

50. After a short time, Mr. Hadel was told that Academy ran his credit, and he was approved for the loan.

51. Mr. Campbell then gave Mr. Hadel two documents to sign: (1) the "State of Maryland Vehicle Sales Contract," and (2) the "Retail Installment Contract – Simple Finance Charge with Arbitration Provision."

52. Mr. Hadel signed both documents with a live wet ink signature that day at Academy, on September 11, 2021.

53. Mr. Hadel was given yellow copies of all the documents that he signed that day, and placed all of those documents together in a folder that he preserved in his personal records.

54. Mr. Hadel was told that day, they ran his credit, they submitted a loan application to a bank, and he was approved for a loan.

55. That same day, Mr. Hadel paid $2,900.00 as a down payment.

THE FORGERIES

56. Unbeknownst to Mr. Hadel at the time, Academy did not check Mr. Hadel's credit on September 11, 2021, as confirmed by Mr. Hadel's credit report.

57. According to Mr. Hadel's credit report, Academy checked Mr. Hadel's credit three days later on September 14, 2021.

58. If Mr. Hadel knew that Academy did not check his credit on September 11, 2021, he would not have purchased the F-250 that day.

59. Further, Academy did not apply for Mr. Hadel's loan on September 11, 2021, as they represented to him.

60. Unbeknownst to Mr. Hadel at the time, Academy applied for a loan on Mr. Hadel's behalf without Mr. Hadel's knowledge or consent on September 14, 2021, three days after Mr. Hadel purchased the F-250.

61. As part of the September 14, 2021, loan application, Academy submitted to the bank that furnished the loan three documents: (1) the "Retail Installment Sales Contract – Simple Financial Charge with Arbitration Provision," (2) the "Credit Application," and (3) the "Optional Consent Form."

62. Each of these documents were signed with Mr. Hadel's name in a signature that does not at all resemble Mr. Hadel's signature.

63. Mr. Hadel did not sign these documents.

64. These documents were forged.

65. These documents are clearly different from the documents that he did sign three days earlier on September 11, 2021.

66. Academy did not submit to the bank the "State of Maryland Vehicle Sales Contract" that Mr. Hadel signed on September 11, 2021.

67. Mr. Hadel was never presented with and never signed the "Credit Application" or an "Optional Consent Form."

68. These documents with his forged signature are dated September 14, 2021.

69. The "Credit Application" and "Optional Consent Form" were created at 3:26 pm on September 14, 2021.

70. According to Mr. Hadels credit report, his credit was checked once at 2:35 pm, an hour before the "Credit Application" and "Optional Consent Form" were created, and a second time at 3:50 pm, 24 minutes after the fraudulent documents were created.

71. The "Retail Installment Sales Contract – Simple Financial Charge" without "Arbitration Provision" was timestamped signed at 9:39pm on September 14, 2021.

72. On September 11, 2021, Mr. Hadel signed a "Retail Installment Sales Contract – Simple Financial Charge," that included an "Arbitration Provision."

73. The forged September 14, 2021 "Retail Installment Sales Contract – Simple Financial Charge," does not include an "Arbitration Provision."

ANTWERPEN'S ASSURANCES AND FAILURE TO HONOR THE "HOUSE DEAL"

74. Fifth Third Bank, the bank that furnished the loan, contacted Mr. Hadel in October of 2021 notifying him his first loan payment was due on October 29, 2021.

75. When Mr. Hadel received the first invoice, he did not pay it until November because he believed that Ms. Maggio and Antwerpen would be paying it.

76. In November of 2021, Mr. Hadel confronted Ms. Maggio about when he was going to be reimbursed for his F-250 purchase.

77. Ms. Maggio assured Mr. Hadel he would be reimbursed soon, and that any payments he made on the F-250 loan would be reimbursed due to the unintended inconvenience.

78. Mr. Hadel made improvements to the F-250, including new wheels, tinted windows, application of his company's logo, installation of a toolbox in the bed of the truck, new floor mats. All these improvements were made within the first 3 months of Mr. Hadel purchasing

the F-250. Mr. Hadel never would have made these improvements if he knew that the "house deal" was fraudulent.

79. Ms. Maggio was aware of the improvements Mr. Hadel was making on the F-250 and encouraged him to do so.

80. Mr. Hadel continued to make payments every month on the loan.

81. Every month he asked Ms. Maggio why Antwerpen had not provided him with the rebate they promised.

82. Ms. Maggio gave numerous excuses, including COVID.

83. In March of 2022, six months after Mr. Hadel had purchased the F-250, Mr. Hadel demanded Ms. Maggio prove that the "house deal" would be honored.

84. Within a day of Mr. Hadel giving Ms. Maggio his demand, Mr. Hadel received an email from Ms. Maggio and Jack Antwerpen acknowledging the F-250 repayment and Ms. Maggio's employment.

85. Starting in March of 2022 throughout July of 2022, Mr. Hadel received multiple emails from both Ms. Maggio and Jack Antwerpen. Those emails stated that Mr. Hadel was going to be reimbursed for the purchase, apologized for the inconvenience, and gave receipts for reimbursement payments that were being sent to Mr. Hadel on behalf of Antwerpen.

86. Mr. Hadel never received those payments.

87. Mr. Hadel believed that he was in communication with the owner of the dealership.

88. During the time of the email exchange Jack Antwerpen stepped down from the dealership and Michael Antwerpen took over the communications with Mr. Hadel on behalf of Antwerpen.

89. Within the email communications, Michael Antwerpen offered to give Mr. Hadel another "house deal" for a Ford F-150 pick-up truck (hereinafter "F-150") due to the inconveniences of the lack of reimbursement on the F-250.

90. After months of emailing back and forth with Jack and Michael Antwerpen with no payments being received by Mr. Hadel, Mr. Hadel determined that he needed to either go to the dealership or call Antwerpen to investigate why the reimbursement was being delayed.

91. Mr. Hadel told Ms. Maggio that he was going to call Antwerpen or go to the dealership in person to discuss the "house deal."

92. In response, Ms. Maggio threatened Mr. Hadel that if he investigated the "house deal" Ms. Maggio would ruin Mr. Hadel's personal and professional life.

93. Due to the nature of their personal relationship, which had at that point become adversarial, these threats were credible, and Mr. Hadel felt that he had no choice but to continue making the payments and hope that Antwerpen would honor the deal.

94. Shortly thereafter, on July 16, 2022, Ms. Maggio sent Mr. Hadel a signed document from Antwerpen that was dated and signed by Michael Antwerpen stating Mr. Hadel's "house deal" would be honored.

95. This document also referenced a "house deal" on the F-150 that Michael Antwerpen offered Mr. Hadel in a prior email.

96. After July 16, 2022, Mr. Hadel stopped receiving emails from Michael Antwerpen.

97. From July 2022 to December 2022, Mr. Hadel attempted to make payments on the F-250 loan, but the payments were too high for him to afford.

98. During that time, he incurred late fees and additional interest on the loan.

99. In January 2023, Mr. Hadel could no longer afford the F-250 payments and could not wait any longer for the reimbursement.

100. At that time, Mr. Hadel traded in the F-250 for a far less expensive F-150 that he originally intended to purchase before Ms. Maggio and Antwerpen offered him the "house deal."

CAUSES OF ACTION

COUNT I
Maryland Common Law Tort
Fraudulent Misrepresentation
Defendant Ms. Maggio

101. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

102. Ms. Maggio made the false representation to induce Mr. Hadel to purchase the F-250.

103. Ms. Maggio knew that her representations were false.

104. Ms. Maggio made these fraudulent representations for the sole purpose of defrauding Mr. Hadel.

105. Mr. Hadel reasonably relied on Ms. Maggio's false representation.

106. Mr. Hadel suffered significant damages as a result of Ms. Maggio's misrepresentation.

COUNT II
Maryland Common Law Tort
Fraud
Defendant Ms. Maggio

107. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

108. Ms. Maggio made the false representation to induce Mr. Hadel to purchase the F-250.

109. Ms. Maggio knew that her representations were false.

110. Ms. Maggio made these fraudulent representations for the sole purpose of defrauding Mr. Hadel.

111. Mr. Hadel reasonably relied on Ms. Maggio's false representation.

112. Mr. Hadel suffered significant damages as a result of Ms. Maggio's misrepresentation.

COUNT III
Maryland Common Law Tort
Gross Negligence
Defendant Academy

113. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

114. Academy had a duty to Mr. Hadel to protect him from deceptive practices. Accordingly, Academy should have recognized that Ms. Maggio was not telling the truth about the "house deal" and informed Mr. Hadel of the same.

115. Academy breached their duty by facilitating the sale knowing that Mr. Hadel was only purchasing the truck because of his reliance on Ms. Maggio's representations that Academy knew or should have known were false.

116. Mr. Hadel suffered damages relating to Academy's gross negligence by being held to a loan that he should have never been allowed to take out.

117. But for Academy's gross negligence, Mr. Hadel would have never purchased the F-250 and would not have incurred significant monetary and emotional damage.

118. Mr. Hadel suffered actual monetary damages of excess of $35,000.00. Mr. Hadel also suffered emotional damages of pain and suffering stemming from this event.

119. Academy acted with malice or with reckless disregard for Mr. Hadel.

COUNT IV
Maryland Common Law Tort
Negligence
Defendant Academy

120. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

121. Academy had a duty to Mr. Hadel to protect him from deceptive practices. Accordingly, Academy should have recognized that Ms. Maggio was not telling the truth about the "house deal" and informed Mr. Hadel of the same.

122. Academy breached their duty by facilitating the sale knowing that Mr. Hadel was only purchasing the truck because of his reliance on Ms. Maggio's representations that Academy knew or should have known were false.

123. Mr. Hadel suffered damages relating to Academy's gross negligence by being held to a loan that he should have never been allowed to take out.

124. But for Academy's gross negligence, Mr. Hadel would have never purchased the F-250 and would not have incurred significant monetary and emotional damage.

125. Mr. Hadel suffered actual monetary damages of excess of $35,000.00. Mr. Hadel also suffered emotional damages of pain and suffering stemming from this event.

COUNT V
Maryland Common Law Tort
Negligent Supervision/Retention/Hiring
Defendant Academy

126. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

127. Academy owes Mr. Hadel a duty of care to select and retain employees who were competent and fit to perform the duties of a salesperson and to refrain from retaining individuals who were unfit to person such duties.

128. As a salesperson employer, Academy must hire employees that are able and fit to work at a car dealership.

129. Academy has a duty to use reasonable care to hire and retain competent employees and to provide a safe and trustworthy place for its customers.

130. Mr. Campbell was hired and retained by Academy as a salesperson. Academy hired but did not train Mr. Campbell to be, at minimum, a satisfactory salesperson. This can be seen by Mr. Campbell hearing about Ms. Maggio's "house deal" in detail and still allowing Mr. Hadel to purchase the F-250.

131. Any satisfactory salesperson, in Mr. Campbells shoes, would have heard Ms. Maggio describing the "house deal" and knew that the "house deal" was fraudulent.

COUNT VI
Maryland Consumer Protection Act § 13-301, et seq.
Defendant Academy

132. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

133. If a merchant makes a "knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with…The promotion or sale of any consumer goods…" they have violated the Maryland Consumer Protection Act.

134. Academy concealed or omitted the material fact that Ms. Maggio's "house deal" was fraudulent by not validating the "house deal" with Antwerpen or warning Mr. Hadel the "house deal" could be fraudulent. Academy concealed or omitted this material fact so that they could make a sale in excess of $70,000.00.

135. If a merchant makes a "false, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers" or a "false or misleading representation of fact which concerns … the reason for or the existence or amount of a price reduction" or "misrepresenting of any material fact with the intent that a consumer rely on the same in connection with…The promotion or sale of any consumer goods…" they have violated the Maryland Consumer Protection Act.

136. Academy represented to Mr. Hadel that it ran his credit, and that Mr. Hadel was approved for a loan that Academy had applied for on his behalf. Mr. Hadel relied on that representation when he purchased the truck. These representations were materially false. Academy did not run his credit or apply for a loan or obtain approval for a loan on September 11, 2021.

COUNT VIII
Maryland Common Law Tort
Fraud
Defendant Academy

137. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

138. Academy falsely represented to Mr. Hadel that the Sale Contract signed September 11, 2021, was going to be sent to Fifth Third Bank to furnish his loan.

139. Academy acted with reckless indifference as to the truth when they submitted the "Retail Installment Sales Contract – Simple Financial Charge" without "Arbitration Provision" to Fifth third Bank with the forged signature.

140. Academy's misrepresentation was done with the sole purpose of defrauding Mr. Hadel.

141. Mr. Hadel relied on Academy's representation that they would be sending the "Retail Installment Sales Contract – Simple Financial Charge" with "Arbitration Provision" signed September 11, 2021, to Fifth Third Bank. This can be seen by Mr. Hadel allowing Academy to send the "Retail Installment Sales Contract – Simple Financial Charge" without "Arbitration Provision" signed September 11, 2021, to Fifth Third Bank.

142. Mr. Hadel suffered compensable injury as a result of Academy's fraud. Mr. Hadel was held to a loan that he should have never been held to, which caused him to incur over $30,000.00 in direct damages.

COUNT IX
Maryland Common Law Tort
Forgery
Defendant Academy

143. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

144. Academy forged Mr. Hadel's signature on documents that were then sent to Fifth Third Bank as part of a loan application on Mr. Hadel's behalf.

145. These documents and Mr. Hadel's forged signatures have been shown to be false.

146. The sole intention of Academy in drafting these documents was to defraud Mr. Hadel.

COUNT X
Maryland Common Law Tort
Breach of Contract
Defendant Antwerpen

147. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

148. Mr. Hadel entered into a contract with Antwerpen whereby Mr. Hadel agreed to purchase an F-250 from Academy and in exchange Antwerpen agreed to provide a rebate for the F-250.

149. Mr. Hadel received a document signed by Michael Antwerpen the owner of Antwerpen Auto Group memorializing the agreement.

150. Mr. Hadel understood the contract to be valid and binding.

151. Antwerpen materially breached the contract by not honoring the agreement.

COUNT XI
Maryland Common Law Tort
Negligent Hiring/Supervision/Retention
Defendant Antwerpen

152. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

153. Antwerpen owes its costumers a duty of care to select and retain employees who are competent and fit to perform the duties of a salesperson and to refrain from retaining individuals who are unfit to person such duties.

154. As a salesperson employer, Antwerpen must hire employees that are able and fit to work at a car dealership. Antwerpen has a duty to use reasonable care to hire and retain competent employees and to provide a safe and trustworthy place for its customers.

155. Antwerpen owes a duty to its customers to hire, train, and retain salespeople that are fit and able to work as salespeople.

156. Antwerpen hired, trained, and retained Ms. Maggio as a salesperson.

157. Antwerpen had authorized Ms. Maggio to furnish sales on behalf of Antwerpen.

158. Ms. Maggio should not have been retained by Antwerpen as a salesperson, with authorization to furnish sales on behalf of Antwerpen.

159. Ms. Maggio was not fit and able to be a salesperson at Antwerpen due to her defrauding Mr. Hadel on behalf of Antwerpen.

COUNT XII
Maryland Consumer Protection Act § 13-301 et seq.
Defendant Antwerpen

160. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

161. If a merchant makes a "false, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers" or a "false or misleading representation of fact which concerns … The reason for or the existence or amount of a price reduction" or "misrepresenting of any material fact with the intent that a consumer rely on the same in connection with…The promotion or sale of any consumer goods…" they have violated the Maryland Consumer Protection Act.

162. Antwerpen, through Ms. Maggio, made misleading oral and written representations with the effect of deceiving Mr. Hadel. It was represented to Mr. Hadel he would be receiving a "house deal" on the F-250 to which he reasonably relied to his detriment.

163. Antwerpen made misleading representations, through Ms. Maggio, that Mr. Hadel would be receiving a "house deal", which contained a price reduction on an F-150.

164. Antwerpen had made material misrepresentations to Mr. Hadel regarding the price of the F-250 and F-150 in his "house deals", to which Mr. Hadel reasonably relied.

PRAYER FOR RELIEF

WHEREFORE**,** Plaintiff BLAKE HADEL prays that judgment be entered in his favor and against; Defendant MEGHAN MAGGIO, for compensable damages, plus interest, punitive damages, expert witness fees, Defendants ACADEMY FORD SALES INC., and ANTWERPEN AUTO GROUP for compensable damages, plus interest, statutory damages, punitive damages, attorneys' fees, expert witness fees and his costs of suit in an amount that exceeds $75,000, and such other relief as this Court deems just and equitable.

DEAMND FOR JURY TRIAL

Plaintiff BLAKE HADEL demands a jury trial pursuant to Maryland Rule 2-235.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

Jonathan Gross Esq.
2833 Smith Ave., Suite 331
Baltimore MD, 21209
Phone: (443) 813-0141
MD Bar ID: 1912170138
jonathansgross@gmail.com
Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Howard Circuit Court
Docket: 4/15/2024 12:54 PM; Submission: 4/15/2024 12:54 PM
Envelope: 16095884

BLAKE HADEL, 4050 Beach Road, Dundalk, MD 21222 *Plaintiff*,	)	IN THE CIRCUIT COURT
	)	FOR HOWARD
v.	)	
	)	COUNTY
ACADEMY FORD SALES, INC. 13401 Baltimore Ave. Laural, MD 20707 and ANTWERPEN AUTO GROUP 12420 Auto Drive Suit 201 Clarksville MD, 21029 and MEGHAN MAGGIO 7295 Jenna Road. Marriotsville, MD 21104 *Defendants*,	)	CASE NO: C-13-CV-24-000309

LINE OF APPEARANCE

Please enter the appearance of Sarah Spitalnick Esq. and Jonathan Gross Esq., as counsel for the Plaintiff in the above captioned matter.

Respectfully Submitted,

Sarah Spitalnick

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

Jonathan Gross Esq.
2833 Smith Ave., Suite 331
Baltimore MD, 21209
Phone: (443) 813-0141
MD Bar ID: 1912170138
jonathansgross@gmail.com

Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick

Sarah Spitalnick Esq.

Counsel for Plaintiff

E-FILED; Howard Circuit Court
Docket: 5/16/2024 10:39 AM; Submission: 5/16/2024 10:39 AM
Envelope: 16469885

BLAKE HADEL, 4050 Beach Road, Dundalk, MD 21222 *Plaintiff*,	)	IN THE CIRCUIT COURT FOR HOWARD
v.	)	COUNTY
ACADEMY FORD SALES, INC. 13401 Baltimore Ave. Laural, MD 20707 and ANTWERPEN AUTO GROUP 12420 Auto Drive Suit 201 Clarksville MD, 21029 and MEGHAN MAGGIO 7295 Jenna Road. Marriotsville, MD 21104 *Defendants*,	)	CASE NO: C-13-CV-24-000309

MOTION TO REISSUE SUMMONS

Please reissue summons for Defendant Antwerpen Hyundai, Inc. with resident agent listed.

1. Antwerpen Hyundai, Inc., s/o Stanford D. Hess, Resident Agent at 6440 Baltimore National Pike. Cantonsville, MD 21228.

Respectfully Submitted,

Sarah Spitalnick

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

Jonathan Gross Esq.
2833 Smith Ave., Suite 331
Baltimore, MD 21209
MD Bar ID: 1912170138
jonathansgross@gmail.com

Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick

Sarah Spitalnick Esq.

Counsel for Plaintiff

E-FILED; Howard Circuit Court
Docket: 5/17/2024 2:14 PM; Submission: 5/17/2024 2:14 PM
Envelope: 16495879

BLAKE HADEL, 4050 Beach Road, Dundalk, MD 21222 *Plaintiff*,	)	IN THE CIRCUIT COURT FOR HOWARD
v.	)	
ACADEMY FORD LLC 13401 Baltimore Ave. Laural, MD 20707 and ANTWERPEN HYUNDAI 12420 Auto Drive Suit 201 Clarksville MD, 21029 and MEGHAN MAGGIO 7295 Jenna Road. Marriotsville, MD 21104 *Defendants*,	)	COUNTY CASE NO: C- C-13-CV-24-000309

NOTICE OF VOLUNTARY DISMISSAL

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq., hereby brings forth this Notice of Voluntary Dismissal of Defendant MEGHAN MAGGIO based on Md. Rule 2-506 and states in support as follows:

1. On or about April 12, 2024, Plaintiff, BLAKE HADEL, (hereinafter "Plaintiff" or "Mr. Hadel") filed his Complaint and Demand for Jury Trial against Defendants ACADEMY FORD LLC, ANTWERPEN HYUNDAI and MEGHAN MAGGIO (hereinafter "Ms. Maggio")

2. Ms. Maggio has yet to file any responsive pleadings in this case.

WHEREFORE, the Plaintiff respectfully asks the Court to dismiss this action against Defendant Meghan Maggio pursuant to MD Rule 2-506 and for all other proper relief.

Respectfully Submitted,

Sarah Spitalnick

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

Jonathan Gross Esq.
2833 Smith Ave., Suite 331
Baltimore MD, 21209
Phone: (443) 813-0141
MD Bar ID: 1912170138
jonathansgross@gmail.com

Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Howard Circuit Court
Docket: 6/25/2024 12:16 PM; Submission: 6/25/2024 12:16 PM
Envelope: 16970531

BLAKE HADEL,	)	IN THE
	)	
Plaintiff,	)	CIRCUIT COURT
	)	
	)	FOR HOWARD
v.	)	
	)	COUNTY
ACADEMY FORD LLC, et al.	)	
	)	CASE NO: C- C-13-CV-24-000309
Defendants,	)	

MOTION FOR DEFAULT JUDGMENT

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq., hereby brings forth this Motion for Default Judgment against ACADEMY FORD LLC based on Md. Rule 2-613 and states in support as follows:

1. On or about April 12, 2024, Plaintiff, BLAKE HADEL, (hereinafter "Plaintiff") filed his Complaint and Demand for Jury Trial against Defendants ACADEMY FORD LLC (hereinafter "Academy"), ANTWERPEN HYUNDAI and MEGHAN MAGGIO.

2. On or about April 13, 2024, the Court issued summons for all three defendants.

3. On or about April 25, 2024, Plaintiff filed to reissue the summons for Academy, to update and correct the record with the corrected name and address for Academy.

4. On or about April 26, 2024, the Court reissued the proper summons for Academy, now containing the proper name and address.

5. On or about May 6, 2024, and May 13, 2024, Steven Silver (hereinafter "Mr. Silver"), Plaintiff's process server, attempted service on Academy to their resident agent, Michael Lynch. Mr. Silver called before attempting service and left his card at the location both times he attempted service.*See* Exhibit A and B.

6. After attempting service on May 13, 2024, Mr. Silver waited two days before serving the Complaint and Summons on the Maryland State Department of Assessment and Taxation (hereinafter "MSDAT") through Certified Mail. *See* Exhibit A and B.

7. MSDAT accepted service of the Complaint and Summons on behalf of Academy on May 22, 2024.*See* Exhibit A and B.

8. According to Md. Rule 2-321, "A party shall file an answer to an original complaint, counterclaim, cross-claim, or third-party claim within 30 days after being served"

9. Academy had until June 21, 2024, to respond to the Plaintiff's complaint.

10. As of June 25, 2024, Academy has failed to file any responsive pleadings regarding the above captioned matter.

11. According to Md. Rule 2-613, "If the time for pleading has expired and a defendant has failed to plead as provided by these rules, the court, on written request of the plaintiff, shall enter an order of default."

12. The time for pleadings regarding Academy was June 21, 2024, and Academy has failed to file any responsive pleadings.

WHEREFORE, the Plaintiff respectfully requests the Court to enter a default judgement against Defendant ACADEMY FORD LLC pursuant to MD Rule 2-613 and for all other proper relief.

Respectfully Submitted,

/s/ Sarah Spitalnick
Sarah Spitalnick Esq.
23 Walker Ave., Suite 207

Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

Jonathan Gross Esq.
2833 Smith Ave., Suite 331
Baltimore MD, 21209
Phone: (443) 813-0141
MD Bar ID: 1912170138
jonathansgross@gmail.com

Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

/s/ Sarah Spitalnick
Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Howard Circuit Court
Docket: 6/25/2024 12:16 PM; Submission: 6/25/2024 12:16 PM
Envelope: 16970531

EXHIBIT A

BLAKE HADEL,	)	IN THE
	)	
Plaintiff,	)	CIRCUIT COURT
	)	
	)	FOR HOWARD
v.	)	
	)	COUNTY
ACADEMY FORD LLC, et al.	)	
	)	CASE NO: C- C-13-CV-24-000309
Defendants,	)	

AFFIDAVIT OF SARAH SPITALNICK ESQ.

1. I, Sarah Spitalnick Esq. declare and affirm under the penalties of perjury that the matters and facts set forth below are true to the best of my knowledge, information, and belief.

2. I filed the Plaintiff, Blake Hadel's (hereinafter "Plaintiff"), Complaint and Demand for Jury trial on April 12, 2024.

3. I filed a Motion to reissue Defendant, Academy Ford, LLC (hereinafter "Academy"), summons to reflect the proper and correct name and address.

4. I hired Steven Silver to serve Academy with the proper summons for Academy and the Complaint.

5. Steven Silver attempted service on Academy through their resident agent, Michael Lynch, on May 6, 2024, and May 13, 2024.

6. All Steven Silvers attempts to serve Academy failed due to Michael Lynch not being present to accept service.

7. On or about May 15, 2024, I instructed Steven Silver to serve Academy through the Maryland State Department of Assessment and Taxation (hereinafter "MSDAT") through certified mail.

8. On or about May 22, 2024, MSDAT accepted service on behalf of Academy through certified mail.

9. According to Md. Rule 2-321, a defendant has 30 days to file responsive pleadings to an original complaint.

10. 30 days from May 22, 2024, is June 21, 2024.

11. It is July 25, 2024, and I have yet to receive an answer or any responsive pleadings from Academy or their attorney.

Sarah Spitalnick

Sarah Spitalnick Esq.

Date: July 25, 2024

E-FILED; Howard Circuit Court
Docket: 7/2/2024 10:37 AM; Submission: 7/2/2024 10:37 AM
Envelope: 17062674

BLAKE HADEL, *Plaintiff*, v. ACADEMY FORD LLC, et al. *Defendants*	)))))))))	IN THE CIRCUIT COURT FOR HOWARD COUNTY CASE NO: C- C-13-CV-24-000309

MOTION TO WITHDRAWL PLAINTIFF'S DEFAULT JUDGEMENT MOTION/CONSENT TO EXTEND TIME TO RESPOND FOR ACADEMY FORD LLC

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq. hereby brings forth this Motion to Withdraw Default Judgement and Consent to Extent Time to Respond for Defendant ACADEMY FORD LLC based on Md. Rule 2-506 and states in support as follows:

1. On or about April 12, 2024, Plaintiff filed his Complaint and Demand for Jury Trial in the Circuit Court of Howard County.
2. Plaintiff claims to have served Defendant Academy Ford LLC on May 21, 2024, through MSDAT and Certified Mail.
3. On or about June 23, 2024, Plaintiff filed for a Default Judgement against Defendant Academy Ford LLC according to Md. Rule 2-613.
4. On or about June 27, 2024, Defendant Academy Ford LLC contacted Plaintiff's counsel, claiming *inter alia* insufficient service of process;
5. To resolve each party's positions regarding service of process and Plaintiff's pending Motion for Default, Plaintiff and Defendant Academy Ford LLC agreed that (i)

Deficient per Rule 20-203(d). Unless corrected, not a valid pleading or paper

Plaintiff will withdraw his Motion for a Default Judgment; (ii) Defendant Academy Ford LLC will not contest service of process; and (iii) Defendant Academy Ford LLC will have until August 1, 2024 to answer or otherwise respond to Plaintiff's Complaint.

6. This consent motion is made in good faith and is not intended to create any undue delay. Consequently, Plaintiff and Defendant Academy Ford LLC now propose to amend the briefing schedule as follows:

Event	Current Deadline	Proposed New Deadline
Deadline for Defendant Academy Ford LLC to Answer or Otherwise Respond to Plaintiff's Complaint.	June 21, 2024	August 1, 2024

WHEREFORE, Plaintiff respectfully request that this Court GRANT Plaintiff's Motion to withdraw Default Judgement and Consent Motion for Extension of Time to Respond to August 1, 2024. A Proposed Order is attached for the Court's consideration.

Date: July 1, 2024

Respectfully submitted,

/s/ Sarah Spitalnick
Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
CPF: 23112901
sarahspitalnick@gmail.com

Counsel for Plaintiff

/s/ Jessica L. Farmer
Jessica L. Farmer, AIS No. 1312170274

Holland & Knight LLP
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
Telephone: (202) 469-5222
Facsimile: (202) 955-5564
Email: Jessica.Farmer@hklaw.com

Benjamin Wilson (special admission forthcoming)
Holland & Knight LLP
1650 Market Street, Suite 3300
Philadelphia, PA 19103
Benjamin.wilson@hklaw.com

Aaron Pease (special admission forthcoming)
Highbridge Law Firm PLLC
2001 L Street NW, Suite 500
Washington DC, 20036
aaron.pease@highbridgelaw.com

Counsel for Defendant Academy Ford

Rule 1-313 Certificate

Pursuant to Maryland Rule 1-313, the undersigned certifies that she is admitted to practice before the Court of Appeals of Maryland.

/s/ Jessica L. Farmer
Jessica L. Farmer

CERTIFICATE OF SERVICE

I hereby certify that on July 1, 2024, the foregoing was filed and electronically served via MDEC Odyssey electronic filing system and via email upon the following:

Jessica L. Farmer, AIS No. 1312170274
Holland & Knight LLP
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
Email: Jessica.Farmer@hklaw.com

CIRCUIT COURT FOR HOWARD COUNTY, MARYLAND
9250 Judicial Way, Ellicott City, Maryland, 21043

Main: 410-313-2111
Civil: 410-313-3844
Criminal: 410-313-3822
Juvenile: 410-313-3827
Land Records: 410-313-5850
Calendar Office: 410-313-4185
Family Law: 410-313-2225

To: SARAH SPITALNICK
23 WALKER AVENUE
SUITE 207
PIKESVILLE, MD 21208

Case Number: **C-13-CV-24-000309**
Other Reference Number(s):

BLAKE HADEL VS. ACADEMY FORD SALES INC., ET AL.

Date: 7/5/2024

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

To **Sarah Spitalnick:** You have a deficiency in your filing. **Pursuant to Maryland Rule 20-203(d)(3) the court will strike the submission unless the deficiency is corrected or the deficient submission is withdrawn within 14 days or the court orders otherwise. Please make the correction(s) indicated below and refile or withdraw the submission within 14 days, making no other amendments, modifications, or changes to the submission except to correct the deficiency. The time to file any responsive submission shall run from the date that the correct submission is filed. The deficient submission file name(s) and date of filing are: Motion to Withdraw/Consent to Extension of Time to Respond.**

☐ In any one case multiple submissions (including proposed orders) must be submitted in the same envelope as separate PDF files. Please resubmit the filings as separate submissions in the same envelope. (See Rule 20-201(e).) *Does not apply to L & T bulk filing.*

☐ The submission is illegible or scanned with an incorrect orientation (e.g., upside down, sideways, blurry, and blank pages).

☐ The electronic file names must relate to the title of the submission. The electronic file name must state whether all or part of the submission is to be sealed or shielded pursuant to Rule 20-201.1. (e.g., RESTRICTED DOCUMENT-Request to Shield Denied or Dismissed Protective Order Records) (See Rule 20-201(i).) If an exhibit to a submission is filed, the exhibit and the electronic file name should accurately refer to the submission to which they relate. (e.g., Ex 1 Pl MSJ) When the exhibit is an affidavit or other testimony, the file name must identify the affiant or witness (e.g., Affidavit of John Doe).

☐ The exhibit(s) are not identified using the drop-down menu provided.

☐ The submission is not permitted to be filed electronically. (See Rule 20-106(c)(2).)

☐ The submission does not include the filer's signature (the signer's typewritten name accompanied by a visual image of the signer's handwritten signature or by the symbol /s/) as required by Rule(s) 20-107(a)(1) and 20-101(t).

☐ The submission does not have the filer's address, e-mail address, telephone number, or the attorney's identifying Attorney Number registered with the Attorney Information System as required by Rule 20-107(a)(2).

☐ You attempted to enter your appearance in the case as attorney for the victim or victim's representative without using form MDJ-009-Notice of Entry of Appearance by Attorney for Victim or Victim's Representative. (See Rule 20-103(b)(1)(A).)

☐ The submission requires a signature under oath, affirmation, or with verification and is not hand-signed and scanned or affixed with the signer's digital signature. (See Rule 20-107(d)(1).)

☐ CONSOLIDATED CASES: The submission was filed into a subcase. Where a judge has issued an order consolidated cases and designates a lead case, all subsequent submissions must be filed in the lead case.

☐ The proposed order was not submitted as a separate document, identified as a proposed order, or identified as relating to the motion or other request for court action to which the order pertains. (See Rule 20-201(j).) *This does not apply if submitted on a combined motion & order form issued by the Judiciary.*

☐ The filing code was incorrect, and the clerk's office was unable to determine the correct code.

☐ The State Court Administrator requirements for requesting sheriff, constable or certified mail service in the District Court have not been met (e.g., includes improper fee multiplier).

☐ The submission was filed by a registered user on behalf of a non-registered user in violation of the policy published by the State Court Administrator.

☐ The party's name is not an identical reference to the name of each party (spelling, first name, middle name(s), last name(s), initial(s), and other identifiers) as required wherever that party's name referred to in writing/electronically, including but not limited to: in the pleading or other submission, party field, or File and Serve.

☐ The filing location is incorrect.

☐ (District Court only) WARRANT OF RESTITUTION: The petitioner must submit both the front of the Petition for Warrant of Restitution and the second page which contains important notices to defendant.

☐ (District Court only) The submission must be submitted on the most recent version of a form approved by the Chief Judge of the District Court.

☒ Other: Motion to Withdrawl and Motion to Extend must be filed as separate pleadings within the case.

To resubmit the submission(s), please re-file in a different envelope within 14 days of this notice and under comments state that you are filing to correct the Deficiency Notice filed on 7/5/2024 with envelope 17062674.

Wayne A Robey

Wayne A. Robey
Clerk of the Circuit Court

NOTE: You must submit a motion and have it granted by a judge to receive a refund of any fees associated with the filing.

ORDER STRIKING DEFICIENT SUBMISSION(S)

The above deficiency notice has not been corrected within the required 14 days. The court has not issued an order related to the deficiency. Per Rule 20-203(d)(3), the deficient submission(s) is/are stricken.

Date Judge

cc:

Sarah Spitalnick
Jonathan Stuart Gross
Nicholas Lloyd Ketterer
Steven Richard Freeman

E-FILED; Howard Circuit Court
Docket: 7/5/2024 4:52 PM; Submission: 7/5/2024 4:52 PM
Envelope: 17108990

BLAKE HADEL,	)	IN THE
	)	
Plaintiff,	)	CIRCUIT COURT
	)	
	)	FOR HOWARD
v.	)	
	)	COUNTY
ACADEMY FORD LLC, et al.	)	
	)	CASE NO: C- C-13-CV-24-000309
Defendants	)	

07/26/2024 12:55:09 PM

Quincy L. Coleman

GRANTED

Quincy L. Coleman, Judge
07/26/2024

Entered: Clerk, Circuit Court for Howard County, MD
July 31, 2024

MOTION TO WITHDRAW DEFAULT JUDGEMENT

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq. hereby brings forth this Motion to Withdraw Default Judgement against Defendant ACADEMY FORD LLC states in support as follows:

1. On or about April 12, 2024, Plaintiff filed his Complaint and Demand for Jury Trial in the Circuit Court of Howard County.
2. Plaintiff served Defendant Academy Ford LLC on May 21, 2024, through MSDAT and Certified Mail.
3. On or about June 23, 2024, Plaintiff filed for a Default Judgement against Defendant Academy Ford LLC according to Md. Rule 2-613.
4. On or about June 27, 2024, Defendant Academy Ford LLC contacted Plaintiff's counsel, claiming *inter alia* insufficient service of process.
5. To resolve each party's positions regarding service of process and Plaintiff's pending Motion for Default, Plaintiff and Defendant Academy Ford LLC agreed that (i)

Plaintiff will withdraw his Motion for a Default Judgment; (ii) Defendant Academy Ford LLC will not contest service of process.

WHEREFORE, Plaintiff respectfully request that this Court GRANT Plaintiff's Motion to Withdraw.

Date: July 5, 2024

Respectfully submitted,

/s/ Sarah Spitalnick

Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
CPF: 23112901
sarahspitalnick@gmail.com

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on July 5, 2024, the foregoing was filed and electronically served via MDEC Odyssey electronic filing system and via email upon the following:

Jessica L. Farmer, AIS No. 1312170274
Holland & Knight LLP
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
Email: Jessica.Farmer@hklaw.com

E-FILED; Howard Circuit Court
Docket: 7/5/2024 4:52 PM; Submission: 7/5/2024 4:52 PM
Envelope: 17108990

Deficient per Rule 20-203(d). Unless corrected, not a valid pleading or paper

BLAKE HADEL, *Plaintiff*, v. ACADEMY FORD LLC, et al. *Defendants*	)))))))))	IN THE CIRCUIT COURT FOR HOWARD COUNTY CASE NO: C- C-13-CV-24-000309

CONSENT MOTION TO EXTEND TIME TO RESPOND FOR ACADEMY FORD LLC

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq. hereby brings forth this Motion to Withdraw Default Judgement and Consent to Extent Time to Respond for Defendant ACADEMY FORD LLC based on Md. Rule 2-506 and states in support as follows:

1. On or about April 12, 2024, Plaintiff filed his Complaint and Demand for Jury Trial in the Circuit Court of Howard County.
2. Plaintiff claims to have served Defendant Academy Ford LLC on May 21, 2024, through MSDAT and Certified Mail.
3. On or about June 23, 2024, Plaintiff filed for a Default Judgement against Defendant Academy Ford LLC according to Md. Rule 2-613.
4. On or about June 5, 2024, Plaintiff filed to withdraw his Default Judgment motion against Defendant Academy Ford LLC.
5. On or about June 27, 2024, Defendant Academy Ford LLC contacted Plaintiff's counsel, claiming *inter alia* insufficient service of process;
6. To resolve each party's positions regarding service of process and Plaintiff's pending Motion for Default, Plaintiff and Defendant Academy Ford LLC agreed that (i)

Plaintiff will withdraw his Motion for a Default Judgment; (ii) Defendant Academy Ford LLC will not contest service of process; and (iii) Defendant Academy Ford LLC will have until August 1, 2024 to answer or otherwise respond to Plaintiff's Complaint.

6. This consent motion is made in good faith and is not intended to create any undue delay. Consequently, Plaintiff and Defendant Academy Ford LLC now propose to amend the briefing schedule as follows:

Event	Current Deadline	Proposed New Deadline
Deadline for Defendant Academy Ford LLC to Answer or Otherwise Respond to Plaintiff's Complaint.	June 21, 2024	August 1, 2024

WHEREFORE, Plaintiff respectfully request that this Court GRANT Plaintiff's Consent Motion for Extension of Time to Respond to August 1, 2024. A Proposed Order is attached for the Court's consideration.

Date: July 5, 2024

Respectfully submitted,

/s/ Sarah Spitalnick
Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
CPF: 23112901
sarahspitalnick@gmail.com

Counsel for Plaintiff

/s/ Jessica L. Farmer
Jessica L. Farmer, AIS No. 1312170274

Holland & Knight LLP
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
Telephone: (202) 469-5222
Facsimile: (202) 955-5564
Email: Jessica.Farmer@hklaw.com

Benjamin Wilson (special admission forthcoming)
Holland & Knight LLP
1650 Market Street, Suite 3300
Philadelphia, PA 19103
Benjamin.wilson@hklaw.com

Aaron Pease (special admission forthcoming)
Highbridge Law Firm PLLC
2001 L Street NW, Suite 500
Washington DC, 20036
aaron.pease@highbridgelaw.com

Counsel for Defendant Academy Ford

Rule 1-313 Certificate

Pursuant to Maryland Rule 1-313, the undersigned certifies that she is admitted to practice before the Court of Appeals of Maryland.

/s/ Jessica L. Farmer
Jessica L. Farmer

CERTIFICATE OF SERVICE

I hereby certify that on July 5, 2024, the foregoing was filed and electronically served via MDEC Odyssey electronic filing system and via email upon the following:

Jessica L. Farmer, AIS No. 1312170274
Holland & Knight LLP
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
Email: Jessica.Farmer@hklaw.com

CIRCUIT COURT FOR HOWARD COUNTY, MARYLAND
9250 Judicial Way, Ellicott City, Maryland, 21043

Main: 410-313-2111
Civil: 410-313-3844
Criminal: 410-313-3822
Juvenile: 410-313-3827
Land Records: 410-313-5850
Calendar Office: 410-313-4185
Family Law: 410-313-2225

To: SARAH SPITALNICK
23 WALKER AVENUE
SUITE 207
PIKESVILLE, MD 21208

Case Number: **C-13-CV-24-000309**
Other Reference Number(s):

BLAKE HADEL VS. ACADEMY FORD SALES INC., ET AL.

Date: 7/8/2024

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

To **Sarah Spitalnick:** You have a deficiency in your filing. **Pursuant to Maryland Rule 20-203(d)(3) the court will strike the submission unless the deficiency is corrected or the deficient submission is withdrawn within 14 days or the court orders otherwise. Please make the correction(s) indicated below and refile or withdraw the submission within 14 days, making no other amendments, modifications, or changes to the submission except to correct the deficiency. The time to file any responsive submission shall run from the date that the correct submission is filed. The deficient submission file name(s) and date of filing are: Consent Motion to Extend Time to Respond 7/5/24.**

☐ In any one case multiple submissions (including proposed orders) must be submitted in the same envelope as separate PDF files. Please resubmit the filings as separate submissions in the same envelope. (See Rule 20-201(e).) *Does not apply to L & T bulk filing.*

☐ The submission is illegible or scanned with an incorrect orientation (e.g., upside down, sideways, blurry, and blank pages).

☐ The electronic file names must relate to the title of the submission. The electronic file name must state whether all or part of the submission is to be sealed or shielded pursuant to Rule 20-201.1. (e.g., RESTRICTED DOCUMENT-Request to Shield Denied or Dismissed Protective Order Records) (See Rule 20-201(i).) If an exhibit to a submission is filed, the exhibit and the electronic file name should accurately refer to the submission to which they relate. (e.g., Ex 1 Pl MSJ) When the exhibit is an affidavit or other testimony, the file name must identify the affiant or witness (e.g., Affidavit of John Doe).

☐ The exhibit(s) are not identified using the drop-down menu provided.

☐ The submission is not permitted to be filed electronically. (See Rule 20-106(c)(2).)

☒ **The submission does not include the filer's signature (the signer's typewritten name accompanied by a visual image of the signer's handwritten signature or by the symbol /s/) as required by Rule(s) 20-107(a)(1) and 20-101(t) in the certificate of service section.**

☐ The submission does not have the filer's address, e-mail address, telephone number, or the attorney's identifying Attorney Number registered with the Attorney Information System as required by Rule 20-107(a)(2).

☐ You attempted to enter your appearance in the case as attorney for the victim or victim's representative without using form MDJ-009-Notice of Entry of Appearance by Attorney for Victim or Victim's Representative. (See Rule 20-103(b)(1)(A).)

☐ The submission requires a signature under oath, affirmation, or with verification and is not hand-signed and scanned or affixed with the signer's digital signature. (See Rule 20-107(d)(1).)

☐ CONSOLIDATED CASES: The submission was filed into a subcase. Where a judge has issued an order consolidated cases and designates a lead case, all subsequent submissions must be filed in the lead case.

☐ The proposed order was not submitted as a separate document, identified as a proposed order, or identified as relating to the motion or other request for court action to which the order pertains. (See Rule 20-201(j).) *This does not apply if submitted on a combined motion & order form issued by the Judiciary.*

☐ The filing code was incorrect, and the clerk's office was unable to determine the correct code.

☐ The State Court Administrator requirements for requesting sheriff, constable or certified mail service in the District Court have not been met (e.g., includes improper fee multiplier).

☐ The submission was filed by a registered user on behalf of a non-registered user in violation of the policy published by the State Court Administrator.

☐ The party's name is not an identical reference to the name of each party (spelling, first name, middle name(s), last name(s), initial(s), and other identifiers) as required wherever that party's name referred to in writing/electronically, including but not limited to: in the pleading or other submission, party field, or File and Serve.

☐ The filing location is incorrect.

☐ (District Court only) WARRANT OF RESTITUTION: The petitioner must submit both the front of the Petition for Warrant of Restitution and the second page which contains important notices to defendant.

☐ (District Court only) The submission must be submitted on the most recent version of a form approved by the Chief Judge of the District Court.

☐ Other

To resubmit the submission(s), please re-file in a different envelope within 14 days of this notice and under comments state that you are filing to correct the Deficiency Notice filed on 7/8/2024 with envelope 17108990.

Wayne A Robey

Wayne A. Robey
Clerk of the Circuit Court

NOTE: You must submit a motion and have it granted by a judge to receive a refund of any fees associated with the filing.

ORDER STRIKING DEFICIENT SUBMISSION(S)

The above deficiency notice has not been corrected within the required 14 days. The court has not issued an order related to the deficiency. Per Rule 20-203(d)(3), the deficient submission(s) is/are stricken.

Date Judge

cc: Blake Hadel
Academy Ford Sales Inc.
Antwerpen Auto Group

Sarah Spitalnick
Jonathan Stuart Gross
Nicholas Lloyd Ketterer
Steven Richard Freeman

E-FILED; Howard Circuit Court
Docket: 11/11/2024 10:15 PM; Submission: 11/11/2024 10:15 PM
Envelope: 18754146

BLAKE HADEL, 4050 Beach Road Dundalk, MD 21222 *Plaintiff*,	)	IN THE CIRCUIT COURT FOR HOWARD
v.	)	COUNTY
ACADEMY FORD LLC . 301 W. Preston St. Room 801. Baltimore, MD 21201 and ANTWERPEN HYUNDAI INC. 644 Baltimore National Pike Catonsville MD, 21228 *Defendants*,	)	CASE NO: C-13-CV-24-000309

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq., hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF ACTION

1. Plaintiff, Blake Hadel, (hereinafter "Plaintiff" or "Mr. Hadel") desired to purchase a new truck. Meghan Maggio (hereinafter "Ms. Maggio"), an employee of Defendant Antwerpen Hyundai Inc. (hereinafter "Antwerpen"), made several false statements to induce Mr. Hadel to purchase an expensive truck from Antwerpen by promising a "house deal" that would enable Mr. Hadel to purchase the truck at a significant discount.

2. The "house deal" involved, *inter alia*, a rebate whereby Mr. Hadel would take out a loan for the truck and Antwerpen would reimburse him for a substantial portion of the cost. But for these misrepresentations, Mr. Hadel would otherwise not have considered purchasing such an expensive truck.

3. Her employer Antwerpen knew or should have known that Ms. Maggio made these false statements, and by its actions and inactions it contributed to Mr. Hadel's reasonable reliance on Ms. Maggio's false statements.

4. Ms. Maggio further misrepresented that Defendant Academy Ford LLC (hereinafter "Academy") would facilitate the "house deal." Ms. Maggio personally brought Mr. Hadel to Academy to purchase the expensive truck. Ms. Maggio told the employees of Academy about the "house deal." Academy sold Mr. Hadel the truck, even though it knew or should have known that the "house deal" was a misrepresentation and that by selling the truck to Mr. Hadel, it would be furthering the victimization of Mr. Hadel.

5. Further, Academy forged Mr. Hadel's signature on several documents which they submitted to a bank which then authorized a loan in Mr. Hadel's name.

6. By the time Mr. Hadel realized that he had been lied to, he had already incurred substantial damages.

7. Mr. Hadel seeks an award from this court for compensatory damages, punitive damages, statutory damages, interest, attorney fees, and court costs.

PARTIES

8. Plaintiff, BLAKE HADEL, is a resident of the State of Maryland.

9. Defendant, ACADEMY FORD LLC., is a corporation incorporated under the laws of Maryland, with its principal place of business in Maryland.

10. Defendant, ANTWERPEN HYUNDAI INC., is a corporation incorporated under the laws of Maryland, with its principal place of business in Maryland.

JURISDICTION AND VENUE

11. Jurisdiction is proper pursuant to Md. Code Ann., Code; Jud. Proc. § 1-501 and §

6-102, because both Antwerpen Auto Group and Academy Ford Sales Inc.'s primary places of business are in Maryland.

12. Venue is proper pursuant to § 6-201 because Defendant Antwerpen Auto Group has its principal office in Howard County.

FACTS

MS. MAGGIOS INDUCEMENT OF MR. HADEL

13. Mr. Hadel met Ms. Maggio socially around June of 2020.

14. At that time, Ms. Maggio was an employee of Antwerpen.

15. Around June or July of 2021, Mr. Hadel mentioned to Ms. Maggio that he was going to trade in his 2011 F-150 truck that he owned at that time and purchase a newer used F-150 to replace it.

16. Ms. Maggio told Mr. Hadel not to buy an F-150 because she could get him a "house deal" with her employer Antwerpen on a brand new 2021 Ford F-250 Super Duty pick-up truck (hereinafter "F-250"), which is far better than any truck that Mr. Hadel was considering.

17. Ms. Maggio told Mr. Hadel that she was an authorized agent and authorized by Jack and Michael Antwerpen to give Mr. Hadel this "house deal."

18. Jack and Michael Antwerpen were the co-owners of Antwerpen at that time.

19. Ms. Maggio stated that Antwerpen had a particular F-250 available at its location in Clarksville, MD for this "house deal."

20. Ms. Maggio stated that the "house deal" required that Mr. Hadel trade in his old F-150 and pay a nominal down payment.

21. Additionally, Antwerpen would assist Mr. Hadel in applying for and obtaining a loan to cover the cost of the vehicle, and Antwerpen would furnish a substantial rebate on the purchase of the vehicle that Mr. Hadel could then use towards paying off the loan.

22. These statements were false. There was no F-250 available for this "house deal," and Antwerpen had no intention of furnishing a rebate of any kind.

23. Mr. Hadel reasonably relied on Ms. Maggio's representations because he knew Ms. Maggio was a car salesperson for Antwerpen.

24. Ms. Maggio told Mr. Hadel that she was authorized to offer deals and sell cars to customers.

25. Ms. Maggio's employment at Antwerpen was documented through multiple postings on Facebook. Ms. Maggio was proud of her employment at Antwerpen and would constantly tell Mr. Hadel about her employment there. Mr. Hadel had no reason to doubt Ms. Maggio's employment at Antwerpen or the deal she was offering him due to her confident demeanor and ample proof she was authorized to offer Mr. Hadel a deal on the F-250.

26. Further, Ms. Maggio represented that the deal was being offered because COVID had disrupted the car industry.

27. During that time, around 2021, many industries, including the car industry, were suffering, and it was not uncommon to see unusual offers from retailers.

28. Ms. Maggio knew that but for her representations Mr. Hadel would not have bought the F-250.

29. Ms. Maggio knew that Mr. Hadel could not afford the F-250 at its retail price without the rebate that she offered.

30. Ms. Maggio knew that Mr. Hadel had never purchased a new truck or taken out a vehicle sales loan. She knew that he only bought used cars from private sellers and had never before been to a car dealership to purchase a car.

THE PURCHASE OF THE F-250

31. Around the beginning of September, Mr. Hadel told Ms. Maggio that he was interested in accepting the "house deal" and asked when he could go to Antwerpen to purchase the F-250.

32. On or about September 9, 2021, Ms. Maggio informed Mr. Hadel that she would facilitate the "house deal" but there was a minor modification. Specifically, she told Mr. Hadel that the vehicle that had been reserved for the "house deal" had been damaged by an employee at Antwerpen who put the wrong type of gas into the gas tank.

33. Ms. Maggio said that she had arranged on behalf of Antwerpen to take Mr. Hadel to another car dealership, Academy, and that Mr. Hadel would buy the car from Academy and that Antwerpen would furnish the rebate to Mr. Hadel.

34. On or about September 11, 2021, Ms. Maggio met Mr. Hadel at his home and they both drove to Academy in Mr. Hadel's F-150.

35. Ms. Maggio met with Colin Campbell (hereinafter "Mr. Campbell"), an authorized salesman at Academy.

36. Ms. Maggio stated to Mr. Campbell that she was there, on behalf of Antwerpen, to purchase the F-250 for Mr. Hadel. She specifically stated to Mr. Campbell that she was Jack Antwerpen's personal assistant and was authorized to solidify this purchase on behalf of Antwerpen and that Antwerpen would be furnishing a rebate to Mr. Hadel.

37. Ms. Maggio picked up her phone at the dealership and represented that she was speaking with Jack Antwerpen and that he was approving the deal with her on the phone.

38. Mr. Campbell did not ask to speak with Jack Antwerpen personally to confirm that he was on the phone or that he approved the deal.

39. Ms. Maggio described in intricate detail that Mr. Hadel was trading in his old F-150, providing a nominal down payment, and would receive a rebate from Antwerpen.

40. Ms. Maggio made it clear to Mr. Campbell that Mr. Hadel could not afford this F-250 without the rebate.

41. Mr. Campbell and Ms. Maggio discussed the "house deal" for approximately 20 minutes.

42. Mr. Hadel is an average unsophisticated customer without specialized knowledge as to the procedures at car dealerships.

43. Ms. Maggio and Mr. Campbell knew or should have known that Mr. Hadel was an unsophisticated customer.

44. Mr. Campbell either acted with extreme disregard for Mr. Hadel's ability to purchase the F-250 free from fraud or coercion, or acted with malice where he knew the "house deal" was fraudulent and went through with the sale anyway so that he could receive the hefty commission from the sale.

45. Mr. Campbell told Mr. Hadel that Academy would run a credit check before the purchase.

46. Mr. Hadel was brought to the office of Academy's employee charged with handling customer finances including credit checks.

47. The employee asked Mr. Hadel for his personal information so that he could check Mr. Hadel's credit to ensure he was qualified for the loan.

48. Mr. Hadel provided the information.

49. Mr. Hadel was not provided with any "Optional Consent Form", nor did he sign any "Optional Consent Form" at that time.

50. After a short time, Mr. Hadel was told that Academy ran his credit, and he was approved for the loan.

51. In fact, this was a lie. Mr. Hadel's credit was not checked at that time, this can be easily verified. Mr. Hadel's credit was only checked three days later on September 14, 2021.

52. Mr. Campbell then gave Mr. Hadel two documents to sign: (1) the "State of Maryland Vehicle Sales Contract," and (2) the "Retail Installment Contract – Simple Finance Charge with Arbitration Provision."

53. Mr. Hadel signed both documents with a live wet ink signature that day at Academy, on September 11, 2021.

54. At no time on September 11, 2021, was Mr. Hadel given a "Credit Application" form or "Optional Consent Form" to check his credit.

55. Mr. Hadel was given yellow copies of all the documents that he signed on September 11, 2021, and placed all of those documents together in a folder that he preserved in his personal records.

56. Mr. Hadel was told that day, they ran his credit, they submitted a loan application to a bank, and he was approved for a loan.

57. That same day, Mr. Hadel paid $2,900.00 as a down payment.

THE FORGERIES

58. Unbeknownst to Mr. Hadel at the time, Academy did not check Mr. Hadel's credit on September 11, 2021, as confirmed by Mr. Hadel's credit report.

59. According to Mr. Hadel's credit report, Academy checked Mr. Hadel's credit three days later on September 14, 2021.

60. If Mr. Hadel knew that Academy did not check his credit on September 11, 2021, he would not have purchased the F-250 that day.

61. Further, Academy did not apply for Mr. Hadel's loan on September 11, 2021, as they represented to him.

62. Unbeknownst to Mr. Hadel at the time, Academy applied for a loan on Mr. Hadel's behalf without Mr. Hadel's knowledge or consent on September 14, 2021, three days after Mr. Hadel left the lot with the F-250.

63. As part of the September 14, 2021 loan application, Academy submitted to the bank that furnished the loan three documents: (1) the "Retail Installment Sales Contract – Simple Financial Charge," (2) the "Credit Application," and (3) the "Optional Consent Form."

64. Each of these documents was signed with Mr. Hadel's name in a signature that does not at all resemble Mr. Hadel's signature.

65. None of the documents Academy submitted to the bank to furnish the loan contained an arbitration provision.

66. Mr. Hadel did not sign these documents.

67. These documents are clearly different from the documents that he did sign three days earlier on September 11, 2021.

68. On September 11, 2021, Mr. Hadel signed a "State of Maryland Vehicle Sales Contract". This document does have arbitration agreement. As set forth below, Mr. Hadel does not dispute this contract.

69. Academy did not submit to the bank the "State of Maryland Vehicle Sales Contract" that Mr. Hadel signed on September 11, 2021.

70. Academy contacted Mr. Hadel on or about September 14, 2021, and asked him to return to Academy to sign additional documents. Mr. Hadel drove to Academy and arrived sometime around 4:00pm.

71. Immediately upon arrival, Academy asked Mr. Hadel to sign a "Credit Application" form and "Optional Consent Form" giving written consent for Academy to check his credit.

72. Mr. Hadel consented to signing the "Credit Application" form.

73. Mr. Hadel decline to sign the "Optional Consent Form".

74. Mr. Hadel never signed the "Option Consent Form".

75. That was the first time that Mr. Hadel gave consent to Academy to check his credit.

76. Any credit checks by Academy prior to that signature were done without Mr. Hadel's written consent.

77. There are two documents that are "Credit Application" forms with Mr. Hadel's alleged signature. One of them is the "Credit Application" form that Mr. Hadel signed in person with a wet ink signature on September 14, 2021, at some time after 4:00pm. That document had a bate stamp showing it was printed at 3:56pm on September 14, 2021. The second "Credit Application" form bares an electronic signature that reads Blake Hadel. There is no record showing that Mr. Hadel electronically signed that document. That document has a bate stamp showing it was created at 3:26pm on September 14, 2021. At that time Mr. Hadel was driving to Academy

and could not have possible signed that document electronically. Mr. Hadel did not sign that document at any time. That document is a forgery. That document does not contain an arbitration clause. There is no email confirmation or any electronic record of Mr. Hadel signing any of those documents on September 14, 2021.

78. While investigating this lawsuit, Mr. Hadel requested that Fifth Third Bank provide all documents that were submitted by Academy. Fifth Third Bank complied by providing Mr. Hadel's file that only contained three documents. The file included the "Credit Application" form with the electrical signature. An "Option Consent Form" with an electronica signature and a "Retail Sales Installment Contract Simple Financial Charge" with an electronic signature that does not include an arbitration provision. The file did not include the "Credit Application" form with Mr. Hadel's live wet ink signature.

79. According to Mr. Hadels credit report, his credit was checked once at 2:35 pm, an hour before the "Credit Application" and "Optional Consent Form" were created, and a second time at 3:50 pm, 24 minutes after the fraudulent documents were created.

80. Both of these credit checks were done before 4:00pm on September 14, 2021. When Mr. Hadel arrived at Academy he untimely signed in wet ink a "Credit Application". Accordingly, both of these credit checks were done without his written consent.

81. Even if the electronic signature "Credit Application" is not a forgery -which it is- the credit check at 2:35pm on September 14, 2021, was done before that form was even created.

82. This shows definitively that Academy checked Mr. Hadel's credit, at least once, if not twice without his written consent.

83. The "Retail Installment Sales Contract – Simple Financial Charge" without "Arbitration Provision" was bate stamped as being signed at 9:39pm on September 14, 2021.

84. Academy closes at 8:00pm.

85. Mr. Hadel did not sign any documents for Academy electronically or otherwise after 6:00pm. There is no email verification of this signature. This document was clearly forged and submitted to Fifth Third Bank by Academy.

86. On September 11, 2021, Mr. Hadel signed a "Retail Installment Sales Contract – Simple Financial Charge," that included an "Arbitration Provision."

87. The forged September 14, 2021 "Retail Installment Sales Contract – Simple Financial Charge," does not include an "Arbitration Provision."

CONTRACTS IN DISPUTE

88. The only contracts in dispute presently are the contracts that contain the forged electronic signatures.

89. Mr. Hadel is not and has no intention to dispute the "Retail Installment Sales Contract-Simple Financial Charge" that included an "Arbitration Provision" that was signed with a live signature on September 11, 2021.

90. "Retail Installment Sales Contract-Simple Financial Charge" that included an "Arbitration Provision" was properly executed and completed as of January 23, 2023, when Mr. Hadel traded in the F-250.

91. Mr. Hadel is not asserting the "Retail Installment Sales Contract-Simple Financial Charge" that included an "Arbitration Provision" should be voided or unenforceable, he is only disputing the "Retail Installment Sales Contract-Simple Financial Charge" that did not included an "Arbitration Provision".

ANTWERPEN'S ASSURANCES AND FAILURE TO HONOR THE "HOUSE DEAL"

92. Fifth Third Bank, the bank that furnished the loan, contacted Mr. Hadel in October of 2021 notifying him his first loan payment was due on October 29, 2021.

93. When Mr. Hadel received the first invoice, he did not pay it until November because he believed that Ms. Maggio and Antwerpen would be paying it.

94. In November of 2021, Mr. Hadel confronted Ms. Maggio about when he was going to be reimbursed for his F-250 purchase.

95. Ms. Maggio assured Mr. Hadel he would be reimbursed soon, and that any payments he made on the F-250 loan would be reimbursed due to the unintended inconvenience.

96. Mr. Hadel made improvements to the F-250, including new wheels, tinted windows, application of his company's logo, installation of a toolbox in the bed of the truck, new floor mats. All these improvements were made within the first 3 months of Mr. Hadel purchasing the F-250. Mr. Hadel never would have made these improvements if he knew that the "house deal" was fraudulent.

97. Ms. Maggio was aware of the improvements Mr. Hadel was making on the F-250 and encouraged him to do so.

98. Mr. Hadel continued to make payments every month on the loan.

99. Every month he asked Ms. Maggio why Antwerpen had not provided him with the rebate they promised.

100. Ms. Maggio gave numerous excuses, including COVID.

101. In March of 2022, six months after Mr. Hadel had purchased the F-250, Mr. Hadel demanded Ms. Maggio prove that the "house deal" would be honored.

102. Within a day of Mr. Hadel giving Ms. Maggio his demand, Mr. Hadel received an email from Ms. Maggio and Jack Antwerpen acknowledging the F-250 repayment and Ms. Maggio's employment.

103. Starting in March of 2022 throughout July of 2022, Mr. Hadel received multiple emails from both Ms. Maggio and Jack Antwerpen. Those emails stated that Mr. Hadel was going to be reimbursed for the purchase, apologized for the inconvenience, and gave receipts for reimbursement payments that were being sent to Mr. Hadel on behalf of Antwerpen.

104. Mr. Hadel never received those payments.

105. Mr. Hadel believed that he was in communication with the owner of the dealership.

106. During the time of the email exchange Jack Antwerpen stepped down from the dealership and Michael Antwerpen took over the communications with Mr. Hadel on behalf of Antwerpen.

107. Within the email communications, Michael Antwerpen offered to give Mr. Hadel another "house deal" for a Ford F-150 pick-up truck (hereinafter "F-150") due to the inconveniences of the lack of reimbursement on the F-250.

108. After months of emailing back and forth with Jack and Michael Antwerpen with no payments being received by Mr. Hadel, Mr. Hadel determined that he needed to either go to the dealership or call Antwerpen to investigate why the reimbursement was being delayed.

109. Mr. Hadel told Ms. Maggio that he was going to call Antwerpen or go to the dealership in person to discuss the "house deal."

110. In response, Ms. Maggio threatened Mr. Hadel that if he investigated the "house deal" Ms. Maggio would ruin Mr. Hadel's personal and professional life.

111. Due to the nature of their personal relationship, which had at that point become adversarial, these threats were credible, and Mr. Hadel felt that he had no choice but to continue making the payments and hope that Antwerpen would honor the deal.

112. Shortly thereafter, on July 16, 2022, Ms. Maggio sent Mr. Hadel a signed document from Antwerpen that was dated and signed by Michael Antwerpen stating Mr. Hadel's "house deal" would be honored.

113. This document also referenced a "house deal" on the F-150 that Jack Antwerpen offered Mr. Hadel in a prior email.

114. After July 23, 2022, Mr. Hadel stopped receiving emails from Michael Antwerpen.

115. Upon information and belief, some or all of the correspondences with Michael and Jack Antwerpen were forged by Ms. Maggio.

116. From July 2022 to December 2022, Mr. Hadel attempted to make payments on the F-250 loan, but the payments were too high for him to afford.

117. During that time, he incurred late fees and additional interest on the loan.

118. In January 2023, Mr. Hadel could no longer afford the F-250 payments and could not wait any longer for the reimbursement.

119. At that time, Mr. Hadel traded in the F-250 for a far less expensive F-150 that he originally intended to purchase before Ms. Maggio and Antwerpen offered him the "house deal."

CAUSES OF ACTION

COUNT I
Maryland Common Law Tort
Gross Negligence
Defendant Academy

120. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

121. Academy had a duty to Mr. Hadel to protect him from deceptive practices. Accordingly, Academy should have recognized that Ms. Maggio was not telling the truth about the "house deal" and informed Mr. Hadel of the same.

122. Academy breached their duty by facilitating the sale knowing that Mr. Hadel was only purchasing the truck because of his reliance on Ms. Maggio's representations that Academy knew or should have known were false.

123. Mr. Hadel suffered damages relating to Academy's gross negligence by being held to a loan that he should have never been allowed to take out.

124. But for Academy's gross negligence, Mr. Hadel would have never purchased the F-250 and would not have incurred significant monetary and emotional damage.

125. Mr. Hadel suffered actual monetary damages of excess of $35,000.00. Mr. Hadel also suffered emotional damages of pain and suffering stemming from this event.

126. Academy acted with reckless disregard for Mr. Hadel.

COUNT II
Maryland Common Law Tort
Negligence
Defendant Academy

127. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

128. Academy had a duty to Mr. Hadel to protect him from deceptive practices. Accordingly, Academy should have recognized that Ms. Maggio was not telling the truth about the "house deal" and informed Mr. Hadel of the same.

129. Academy breached their duty by facilitating the sale knowing that Mr. Hadel was only purchasing the truck because of his reliance on Ms. Maggio's representations that Academy knew or should have known were false.

130. Mr. Hadel suffered damages relating to Academy's gross negligence by being held to a loan that he should have never been allowed to take out.

131. But for Academy's gross negligence, Mr. Hadel would have never purchased the F-250 and would not have incurred significant monetary and emotional damage.

132. Mr. Hadel suffered actual monetary damages of excess of $35,000.00. Mr. Hadel also suffered emotional damages of pain and suffering stemming from this event.

COUNT III
Maryland Common Law Tort
Negligent Supervision/Retention/Hiring
Defendant Academy

133. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

134. Academy owes Mr. Hadel a duty of care to select and retain employees who were competent and fit to perform the duties of a salesperson and to refrain from retaining individuals who were unfit to person such duties.

135. As a salesperson employer, Academy must hire employees that are able and fit to work at a car dealership.

136. Academy has a duty to use reasonable care to hire and retain competent employees and to provide a safe and trustworthy place for its customers.

137. Mr. Campbell was hired and retained by Academy as a salesperson. Academy hired but did not train Mr. Campbell to be, at minimum, a satisfactory salesperson. This can be seen by Mr. Campbell hearing about Ms. Maggio's "house deal" in detail and still allowing Mr. Hadel to purchase the F-250.

138. Any satisfactory salesperson, in Mr. Campbells shoes, would have heard Ms. Maggio describing the "house deal" and knew that the "house deal" was fraudulent.

COUNT IV
Maryland Consumer Protection Act § 13-30, et seq.
Defendant Academy

139. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

140. If a merchant makes a "knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with…The promotion or sale of any consumer goods…" they have violated the Maryland Consumer Protection Act.

141. Academy concealed or omitted the material fact that Ms. Maggio's "house deal" was fraudulent by not validating the "house deal" with Antwerpen or warning Mr. Hadel the

"house deal" could be fraudulent. Academy concealed or omitted this material fact so that they could make a sale in excess of $70,000.00.

142. If a merchant makes a "false, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers" or a "false or misleading representation of fact which concerns … the reason for or the existence or amount of a price reduction" or "misrepresenting of any material fact with the intent that a consumer rely on the same in connection with…The promotion or sale of any consumer goods…" they have violated the Maryland Consumer Protection Act.

143. Academy represented to Mr. Hadel that it ran his credit and that Mr. Hadel was approved for a loan that it Academy had applied for on his behalf. Mr. Hadel relied on that representation when he purchased the truck. These representations were materially false. Academy did not run his credit or apply for a loan or obtain approval for a loan on September 11, 2021.

COUNT V
Maryland Common Law Tort
Fraud
Defendant Academy

144. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

145. Academy falsely represented to Mr. Hadel that the Sale Contract signed September 11, 2021, was going to be sent to Fifth Third Bank to furnish his loan.

146. Academy acted with reckless indifference as to the truth when they submitted the Second Sale Contract to Fifth third Bank with the forged signature.

147. Academy's misrepresentation was done with the sole purpose of defrauding Mr. Hadel.

148. Mr. Hadel relied on Academy's representation that they would be sending the Sale Contract signed September 21, 2021, to Fifth Third Bank. This can be seen by Mr. Hadel allowing Academy to send the Sale Contract signed September 11, 2021, to Fifth Third Bank.

149. Mr. Hadel suffered compensable injury as a result of Academy's fraud. Mr. Hadel was held to a loan that he should have never been held to, which caused him to incur over $30,000.00 in direct damages.

COUNT VI
Maryland Common Law Tort
Forgery
Defendant Academy

150. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

151. Academy forged Mr. Hadel's signature on documents that were then sent to a bank as part of a loan application on Mr. Hadel's behalf.

152. These documents and Mr. Hadel's forged signatures have been shown to be false.

153. The sole intention of Academy in drafting these documents was to defraud Mr. Hadel.

COUNT VI
The Fair Credit Reporting Act
15 U.S.C. § 1681 et seq.
Unlawful Credit Run
Defendant Academy

154. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

155. Academy forged Mr. Hadel's signature on a credit application.

156. The credit application containing Mr. Hadel's forged signature was sent to the bank to secure his loan.

157. The credit application with Mr. Hadel's forged signatures have been shown to be false.

158. Mr. Hadel's credit was run before Mr. Hadel signed any credit application.

159. The sole intention of Academy in drafting these documents was to defraud Mr. Hadel.

COUNT VII
Maryland Common Law Tort
Breach of Contract
Defendant Antwerpen

160. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

161. Mr. Hadel entered into a contract with Antwerpen whereby Mr. Hadel agreed to purchase an F-250 from Academy and in exchange Antwerpen agreed to provide a rebate for the F-250.

162. Mr. Hadel received a document signed by Michael Antwerpen the owner of Antwerpen Auto Group memorializing the agreement.

163. Mr. Hadel understood the contract to be valid and binding.

164. Antwerpen materially breached the contract by not honoring the agreement.

COUNT VIII
Maryland Common Law Tort
Negligent Hiring/Supervision/Retention
Defendant Antwerpen

165. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

166. Antwerpen owes its costumers a duty of care to select and retain employees who are competent and fit to perform the duties of a salesperson and to refrain from retaining individuals who are unfit to person such duties.

167. As a salesperson employer, Antwerpen must hire employees that are able and fit to work at a car dealership. Antwerpen has a duty to use reasonable care to hire and retain competent employees and to provide a safe and trustworthy place for its customers.

168. Antwerpen owes a duty to its customers to hire, train, and retain salespeople that are fit and able to work as salespeople.

169. Antwerpen hired, trained, and retained Ms. Maggio as a salesperson.

170. Antwerpen had authorized Ms. Maggio to furnish sales on behalf of Antwerpen.

171. Ms. Maggio should not have been retained by Antwerpen as a salesperson, with authorization to furnish sales on behalf of Antwerpen.

172. Ms. Maggio was not fit and able to be a salesperson at Antwerpen due to her defrauding Mr. Hadel on behalf of Antwerpen.

COUNT IX
Maryland Consumer Protection Act § 13-30 et seq.
Defendant Antwerpen

173. Mr. Hadel realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

174. If a merchant makes a "false, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers" or a "false or misleading representation of fact which concerns … The reason for or the existence or amount of a price reduction" or "misrepresenting of any material fact with the intent that a consumer rely on the same in connection with…The promotion or sale of any consumer goods…" they have violated the Maryland Consumer Protection Act.

175. Antwerpen, through Ms. Maggio, made misleading oral and written representations with the effect of deceiving Mr. Hadel. It was represented to Mr. Hadel he would be receiving a "house deal" on the F-250 to which he reasonably relied to his detriment.

176. Antwerpen made misleading representations, through Ms. Maggio, that Mr. Hadel would be receiving a "house deal", which contained a price reduction on an F-150.
Antwerpen had made material misrepresentations to Mr. Hadel regarding the price of the F-250 and F-150 in his "house deals", to which Mr. Hadel reasonably relied.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff BLAKE HADEL prays that judgment be entered in his favor and against; Defendants ACADEMY FORD SALES INC., and ANTWERPEN AUTO GROUP for compensable damages, plus interest, statutory damages, punitive damages, attorneys' fees, expert witness fees and his costs of suit in an amount that exceeds $75,000, and such other relief as this Court deems just and equitable.

DEAMND FOR JURY TRIAL

Plaintiff BLAKE HADEL demands a jury trial pursuant to Maryland Rule 2-235.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Sarah Spitalnick Esq.
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Phone: (484) 332-0454
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Jonathan Gross Esq.
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Baltimore MD, 21209
Phone: (443) 813-0141
MD Bar ID: 1912170138
jonathansgross@gmail.com
Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of November 2024, a true and correct copy of the foregoing Plaintiff's First Amended Complaint was sent via MDEC to the emails of record for counsel for Academy and Antwerpen:

Sarah Spitalnick, Esq.
Counsel for Plaintiff

E-FILED; Howard Circuit Court
Docket: 3/10/2025 1:37 PM; Submission: 3/10/2025 1:37 PM
Envelope: 20293695

BLAKE HADEL,	)	IN THE
	)	
Plaintiff,	)	CIRCUIT COURT
	)	
	)	FOR HOWARD
v.	)	
	)	COUNTY
ACADEMY FORD LLC, et al.	)	
	)	CASE NO: C- C-13-CV-24-000309
Defendants	)	

PLAINTIFF'S MOTION FOR RECONSIDERATION OF DEFENDANTS MOTION TO COMPEL ARBITRATION

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq. hereby brings forth this Motion to Reconsider the Order Granting ACEDAMY FORD'S Motion to Compel Arbitration, and states in support as follows:

RELEVENT FACTS

1. On to about January 9, 2025, Plaintiff and Defendant Academy Ford LLC ("Academy"), conducted a hearing on Academy's Motion to Compel Arbitration.
2. On or about February 14, 2025, the Court granted Academy's Motion to Compel.
3. On or about September 11, 2021, Plaintiff signed the first Retail Sales Installment Contract ("RSIC 1") with a live wet ink signature.
4. On or about September 14, 2021, a second Retail Sales Installment Contract ("RSIC 2") was signed electronically showing the name "Blake Hadel".
5. On or about September 14, 2021, Academy submitted the Plaintiff's Vehicle Sales Contract and RSIC 2 as the basis to furnish the Plaintiffs loan with Fifth Third Bank.
6. On or about September 14, 2021, Fifth Third Bank approved the Plaintiff's loan

for the truck with a purchase date of September 14, 2021 and loan start date of October 29, 2021.

7. Within RSIC 1, the purchase date is September 11, 2021, and a loan start date of October 26, 2021.
8. Within RSIC 2, the purchase date is September 14, 2021, and a loan start date of October 29, 2021.
9. Plaintiff paid towards the loan through Fifth Third Bank accordance with RSIC 2, without realizing he was performing RSIC 2.
10. Both Plaintiff and Academy have enforced, executed, and acted in accordance with RSIC 2.
11. RSIC 1 has not been enforced or executed regarding the truck purchase until these current proceedings.
12. RSIC 1 contains an Arbitration Provision.
13. RSIC 2 and the Vehicle Sales Contract do not contain Arbitration Provisions.
14. Plaintiff is not seeking to fully dispute or void RSIC 1.

ARUGUMENT

Academy has rested their entire argument on the fact that the Plaintiff had admitted he is not disputing the RSIC 1, and since that contract had an arbitration provision, Academy is allowed to compel arbitration under that contract. This argument is flawed and materially prejudicial to the Plaintiff.

Academy has correctly argued the basic laws of arbitrability in Maryland, and if the RSIC 2 never existed Academy would be correct, but that is not the case presently. Academy has blaringly missed and/or ignored that RSIC 2 does exist and that it supersedes and/or alters RSIC

1. Academy has completely ignored that there was two RSIC contracts for this purchase *and* that Academy has been the party to fully enforce, execute, and acted in accordance with RSIC 2 up until this litigation commenced. Just because the Plaintiff is not looking to fully dispute or void RSIC 1, does not allow Academy to retroactively attempt to enforce RSIC 1 now because it is more advantageous to them presently. Plaintiff has claims within the Complaint that state both RSIC contracts were done through fraudulent means. Just because the Plaintiff is not disputing to void the entire RSIC 1 does not retroactively allow the entire contract to be enforceable. To compel Arbitration in this case not only is the court is allowing Academy to enforce and execute RSIC 2 in 2021 but also then retroactively enforce RSIC 1 now because its advantageous to them, even though it is ignoring basic contract law.

Academy has asserted that *Ford v. Antwerpen Motorcars Ltd.,* 443 Md. 470 brought the same issue as brought here. Academy has misconstrued the facts of the *Ford* case, as the *Ford* case dealt with two RSICs and a Vehicle Sales Contract where all three contained arbitration provisions. Here, the Vehicle Sales Contract and RSIC 2 do not contain any arbitration provision, while *only* RSIC 1 contain an arbitration provision. Within *Ford,* the court found that arbitration can be compelled since all contracts had an arbitration provision and if one contract superseded and/or voided the other it would not void the arbitration provision. *Ford* is relevant and binding when it involves two of the same contracts that all contain arbitration provisions but it is not binding or persuasive when the two contracts at hand both do not contain an arbitration provision.

According to *Bob Smith auto. Grp., Inc. v. Ally Fin., Inc.,* 2016 Md. App. LEXIS 937, *17, when determining if the contracts should be read together or separately in the furtherance of a vehicle purchase, you look at “"the several contracts were known to all the parties and were

delivered at the same time to accomplish an agreed purpose". Also "… as a rule of law [multiple contracts] 'should be read together as they represent successive steps which were taken to accomplish a single purpose." *Id.* Here, the RSIC 2 was not known to the Plaintiff until well after the document was signed and executed by Academy. Also, when determining if the contracts should be read together as representing the successive steps of a vehicle purchase, the court looks to if the contracts in dispute are necessary to confirm the purchase of the vehicle. Here, the two contracts in dispute are the exact same contract with just dates differing and either the presence or lack thereof of an arbitration provision. There is no industry standard or any standard that would require two RSIC's to be signed by a buyer of a motor vehicle. Specifically, Academy has asserted no argument or given any reason on why two RSIC's were signed but only one has been executed and enforced. It is impossible for the Court to allow both RSIC's to be a part of "a single purpose". Without both the RSIC's being able to be a part of a single purpose and RSIC 2 not being known to the Plaintiff at the time of the purchase, only one can be the RSIC for the Plaintiff's purchase. Moreover, this issue is square within the realm of basic contract law.

Under Contract Law, when there are two copies of a similar contract or two versions of a contract where both contracts are regarding the same subject matter the latter of the two contracts overrides or supersedes the first contract. *First Mortg. Bond Homestead Ass'n v. Nelson,* 151 Md. 181, 191, and *Neal v. Hopkins,* 87 Md. 19, 24. Depending on the differences between the two contracts, either the latter contract will supersede entirely the first or the latter will supersede the difference between the two contracts. *Id.*

Here, both the RSIC's are the same except for the dates of purchase and loan installation and either the presence or lack thereof of an arbitration provision. The latter has a date of purchase of 09/14/2021 and loan instillation date of 10/29/2021 and lacks on arbitration

provision, while the first has a purchase date of 09/11/2021 and loan installation date of 10/26/2021and contains an arbitration provision. With the law being clear, the latter RSIC is fully binding and RSIC 1 shall be incorporated into RSIC 2 excluding the three differences mentioned above. Specifically, by RSIC 1 being incorporated into RSIC 2, the arbitration provision is unbinding and cannot be compelled.

Academy has asserted that since the Plaintiff has acted in accordance with RSIC 1 and is not disputing or voiding RSIC 1, that contract law should be ignored and the Court shall compel arbitration. This assertion has misconstrued the facts and is patently faulty. Specifically, the Plaintiff is not fully disputing or voiding RSIC 1, he is merely stating that he is not disputing that he signed the RSIC 1 and is not looking to dispute the contract as a whole. Even though the Plaintiff is not looking to dispute the entirety of RSIC 1, that does not negate RSIC 1 being incorporated into RSIC 2 and nullifying the arbitration provision only, not the contract as a whole. Academy has taken an all-in or nothing approach to RSIC 1 and RSIC 2, which is the incorrect standard when dealing with two of the same contracts (with minor difference). The correct standard is to incorporate all the same terms while superseding the different terms. *Id.* Whether the Plaintiff is disputing RSIC 1 or not, it does not alter the standard in which the contract should read, and basic contract law should be applied.

Lastly, Academy has completely ignored the fact that there are two RSICs and RSIC 2 is the only one that was ever enforced, executed, or acted in accordance with. Up until this litigation *only* RSIC 2 has been enforced and executed by both parties. Academy submitted RSIC 2 to Fifth Third Bank as the contract the purchase is based on, and the Plaintiffs loan was based on. This can be seen through the communications between Fifth Third Bank and the Plaintiff, but also in the basic terms of the Plaintiffs loan. When Fifth Third Bank sent the Plaintiff his loan

documents, he was sent RSIC 2 as the basis for his purchase. Also, the loan installment payments were set to start 10/29/2021 and be paid on the 29th of every month. Only RSIC 2 had the loan installment date of 10/29/2021, RSIC 1 had a loan installment date of 10/26/2021. For the length of the loan with Fifth Third Bank, the Plaintiff, without knowledge, acted in accordance with RSIC 2 not RSIC 1. Academy also only acted within the terms of RSIC 2 and not RSIC 1. Neither party has ever executed or acted in accordance with RSIC 1. The only reason Academy is attempting to enforce RSIC 1 now is because RSIC 2 does not contain an arbitration provision, and they want to retroactively enforce RSIC 1 because it is advantageous to them presently. If Academy wanted to enforce or execute RSIC 1, they had all ability and time to do so yet failed to do so until this litigation. Following basic contract law, at minimum RSIC 1 is incorporated into RSIC 2 with the dates and lack of arbitration provision being controlled by RSIC 2.

Ultimately Academy, by being granted Arbitration, they are getting to have their cake and eat it too. Academy submitted, executed, and enforced RSIC 2 throughout the entire tenure of the Plaintiffs loan, all the way through the closure of the Plaintiffs loan. If the Plaintiff had never brought this suit, RSIC 2 would still be the full executed and enforced contract for the Plaintiff's purchase. It is wildly unfair and prejudicial to the Plaintiff to be held to a contract that neither party ever executed or enforced, when Academy is free to choose when they want to execute RSIC 2 and when they want to execute RSIC 1. Basically, by granting Arbitration, the Court is allowing Academy to pick and choose when to execute RSIC 1 or RSIC 2 depending on which suits them better at the time, while the Plaintiff is being forced to be held to whatever RSIC Academy chooses without any say. The Plaintiff never had the ability to choose which contract to execute and enforce depending on what suits his interest, due to Academy's withholdings, but Academy is allowed to pick and choose which one to enforce depending on

their interests. If Academy wanted to execute and enforce RSIC 1, they should have in 2021 when submitting the Plaintiff's information to Fifth Third Bank, but they failed to do so. The Plaintiff and Academy should be held to RSIC 2 because it is the only contract ever to be executed, enforced, and acted in accordance with.

WHEREFORE, Plaintiff BLAKE HADEL prays that this Honorable Court to reconsider its Order granting Defendants Motion to Compel Arbitration.

Date: March 10, 2025

Respectfully submitted,

/s/ Sarah Spitalnick
Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Baltimore Maryland, 21208
CPF#: 23112901
Phone: (484) 332-0454
sarahspitalnickesq@gmail.com

/s/ Jonathan Gross
Jonathan Gross, Esq. MD Bar: 1912170138
2833 Smith Ave, Suite 331
Baltimore, MD 21209
(443) 813-0141
jonathansgross@gmail.com
Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 10, 2025, a copy of the foregoing Plaintiff's Motion for Reconsideration was sent electronically via MDEC to the email address on file for Counsel for the Defendants.

/s/ Sarah Spitalnick
Sarah Spitalnick

E-FILED; Howard Circuit Court
Docket: 3/11/2025 3:41 PM; Submission: 3/11/2025 3:41 PM
Envelope: 20317072

BLAKE HADEL,	)	IN THE
	)	
Plaintiff,	)	CIRCUIT COURT
	)	
	)	FOR HOWARD
v.	)	
	)	COUNTY
ACADEMY FORD LLC, et al.	)	
	)	CASE NO: C- C-13-CV-24-000309
Defendants	)	

PLAINTIFF'S MOTION TO WITHDRAW MOTION FOR RECONSIDERATION

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick Esq. and Jonathan Gross Esq. hereby brings forth this Motion to Withdraw Default Judgement and Consent to Extent Time to Respond for Defendant ACADEMY FORD LLC based on MD Rule 8-605 and states in support as follows:

1. On or about March 10, 2025, Plaintiff filed a Motion for reconsideration.
2. The Plaintiff's Motion for Reconsideration was filed in error.

WHEREFORE, Plaintiff respectfully request that this Court GRANT Plaintiff's Motion to withdraw Plaintiffs Motion to Withdraw Motion for Reconsideration.

Date: March 11, 2025

Respectfully submitted,

/s/ Sarah Spitalnick
Sarah Spitalnick, Esq.
23 Walker Ave., Suite 207
Baltimore Maryland, 21208
CPF#: 23112901
Phone: (484) 332-0454
sarahspitalnickesq@gmail.com

/s/ Jonathan Gross
Jonathan Gross, Esq. MD Bar: 1912170138

GRANTED. The Plaintiff's Motion for Reconsideration filed 3/10/25 is hereby WITHDRAWN.

04/02/2025 11:56:49 AM
William V. Tucker
William V. Tucker, Administrative Judge

Entered: Clerk, Circuit Court for Howard County, MD
April 3, 2025

2833 Smith Ave, Suite 331
Baltimore, MD 21209
(443) 813-0141
jonathansgross@gmail.com
Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 11, 2025, a copy of the foregoing Plaintiff's Motion to Withdraw the Motion for Reconsideration was sent electronically via MDEC to the email address on file for Counsel for the Defendants.

/s/ Sarah Spitalnick
Sarah Spitalnick

E-FILED; Howard Circuit Court
Docket: 4/25/2025 5:35 PM; Submission: 4/25/2025 5:35 PM
Envelope: 20954877

BLAKE HADEL,	)	IN THE
	)	
Plaintiff,	)	CIRCUIT COURT
	)	
	)	FOR HOWARD
v.	)	
	)	COUNTY
ACADEMY FORD LLC, et al.	)	
	)	CASE NO: C- C-13-CV-24-000309
Defendants	)	

PLAINTIFF'S OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGEMENT

Plaintiff, BLAKE HADEL, by and through his undersigned counsel, hereby submits this Opposition to Defendant ANTWERPEN HYUNDAI, INC.'S ("Antwerpen") Motion for Summary Judgment pursuant to Maryland Rule 2-501. Genuine disputes of material fact exist regarding Meghan Maggio's apparent authority to act on behalf of Antwerpen, her misrepresentations, and Antwerpen's involvement in the "house deal" that induced Plaintiff's purchase of a Ford F-250 Super Duty truck. These disputes preclude summary judgment, and Plaintiff respectfully requests that the Court deny Antwerpen's motion.

I. INTRODUCTION

Antwerpen's Motion for Summary Judgment hinges on two primary assertions: (1) that no enforceable contract existed between Plaintiff and Antwerpen, and (2) that Meghan Maggio lacked authority to act on Antwerpen's behalf. These assertions are directly contradicted by evidence in the record, including Plaintiff's attached declaration, communications attributed to Antwerpen representatives, a signed contract with what proports to be Michael Antwerpen's signature, and circumstantial evidence of Meghan Maggio's ("Ms. Maggio") apparent authority. Moreover,

Antwerpen's reliance on Ms. Maggio's deposition testimony is misplaced, as Plaintiff has presented evidence that Ms. Maggio misrepresented her involvement and authority in her deposition. These factual disputes require resolution by a jury, not summary disposition.

II. LEGAL STANDARD

Under Maryland Rule 2-501, summary judgment is appropriate only when there is no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law. *Keesling v. State*, 288 Md. 579, 583 (1980). The Court must view all facts and inferences in the light most favorable to the non-moving party. *Knisley v. Keller*, 11 Md. App. 269, 272 (1971). To defeat summary judgment, the non-moving party need only identify admissible evidence that creates a genuine issue of material fact. *Id.* General allegations are insufficient, but specific evidence showing disputed facts precludes summary judgment. *Lynx, Inc. v. Ordnance Prods., Inc.*, 273 Md. 1, 7 (1974).

III. ARGUMENT

A. Genuine Disputes of Material Fact Exist Regarding Meghan Maggio's Apparent Authority to Act on Behalf of Antwerpen

Antwerpen argues that Ms. Maggio lacked authority to bind Antwerpen to any agreement related to the "house deal" because she was not employed by Antwerpen at the time of the truck purchase on September 11, 2021 or any time after March 10, 2021. However, Plaintiff presents evidence that Ms. Maggio had *apparent authority* to act on Antwerpen's behalf, creating a genuine dispute of material fact.

Under Maryland law, apparent authority arises when a principal's actions lead a third party to reasonably believe that an agent has authority to act on the principal's behalf. *Wailes & Edwards, Inc. v. Bock*, 265 Md. 274, 277-78 (1972). The principal is liable for the agent's actions if the agent is held out to the public as having competent authority or is acting within the scope of their usual employment. *Id.* Here, Plaintiff's evidence supports a finding of apparent authority.

Plaintiff has submitted a sworn declaration stating that Ms. Maggio represented herself as an authorized agent of Antwerpen capable of securing a "house deal" for the truck purchase. (Exhibit A, Hadel Decl. ¶ 1,2,4,5). Plaintiff relied on these representations when driving to Academy Ford and completing the purchase in accordance of the "house deal". Plaintiff's belief was reasonable given Ms. Maggio's prior employment with Antwerpen and her phone call she made while at Academy with Antwerpen confirming the details of the "house deal". (Am. Compl. ¶ 38,37,40).

Antwerpen claims Ms. Maggio was not employed after March 10, 2021, citing her deposition and Michael Antwerpen's affidavit. (Def.'s Mot., Ex. 4, 5). However, Ms. Maggio's employment with Antwerpen from June 27, 2018, to March 10, 2021, was close enough in time to the September 2021 transaction to create a reasonable belief that she retained authority or connections with Antwerpen. Ms. Maggio also did not secure any other employment between March 10, 2021 and August 2022. Plaintiff's declaration states that Ms. Maggio referenced her ongoing relationship with Antwerpen and its owner, Jack Antwerpen, to arrange the "house deal." (Hadel Dec. ¶ 1,2,4,5). As of recent as November 2024, a cursory google search of "Meghan Maggio" it will show her employment with Antwerpen as a sales person, starkly

missing from this link is Ms. Maggio's end date with Antwerpen. A reasonable person in 2024 could reasonably believe Ms. Maggio is still employed by Antwerpen as recent as 2024. Antwerpen acted in no way to show the public that they had severed ties with Ms. Maggio and that she no longer had authority of Antwerpen. This proximity in time and stark lacking of any action from Antwerpen that they severed ties with Ms. Maggio raises factual questions about whether Antwerpen's conduct contributed to Plaintiff's belief in Ms. Maggio's authority.

Plaintiff received emails and a signed document purportedly from Jack and Michael Antwerpen acknowledging the "house deal" and promising reimbursement. (Amended Compl. ¶¶ 102-03, 112; Def.'s Mot., Ex. 6). While Antwerpen claims these communications were fraudulent, this is moot, as Plaintiff believed he was communicating with Antwerpen representatives at all the relevant times. (Hadel Decl. ¶ 6,13,14,15). Whether these communications were genuine or forged by Ms. Maggio is a factual dispute that bears on her apparent authority. If Ms. Maggio forged these documents, her ability to do so plausibly stems from her prior employment and access to Antwerpen's systems or letterhead, further supporting Plaintiff's reasonable reliance.

Plaintiff alleges that Ms. Maggio spoke with Jack Antwerpen and an Academy Ford sales representative to arrange the "house deal" on September 11, 2021. (Amended Compl. ¶¶ 38, 41). These actions, conducted in Plaintiff's presence, reinforced his belief that Ms. Maggio was acting with Antwerpen's authority. Whether Antwerpen authorized or was aware of these discussions is a material fact in dispute. Further, when Plaintiff and Ms. Maggio were at Academy, where Ms. Maggio spoke at length to Academy salesmen about the "house deal", no one at Academy raised any issues with the "house deal". Ms. Maggio had created a complex

fraud where many people, besides Plaintiff, believed Ms. Maggio was still gainfully employed by Antwerpen.

These facts, viewed in the light most favorable to Plaintiff, establish that Antwerpen's actions (or inaction to disavow Ms. Maggio's representations) led Plaintiff to reasonably believe Ms. Maggio had authority to bind Antwerpen to the "house deal." At minimum, this creates a jury question as to apparent authority, precluding summary judgment.

B. Evidence Shows Meghan Ms. Maggio Lied in Her Deposition, Creating a Credibility Issue

Antwerpen heavily relies on Ms. Maggio's deposition testimony to assert that she was not employed by Antwerpen at the time of the purchase and did not discuss the "house deal" with Antwerpen representatives or Plaintiff. (Def.'s Mot., Ex. 5). However, Plaintiff presents evidence that Ms. Maggio misrepresented her actions regarding this matter and the terms of her voluntarily dismissal from this matter, undermining her credibility and creating a genuine dispute of material fact.

Plaintiff's declaration directly contradicts Ms. Maggio's testimony, stating that Ms. Maggio misrepresented her authority and involvement with Antwerpen. (Hadel Decl. ¶ 1,2,3,4,5). Specifically, Plaintiff states that Ms. Maggio claimed to have arranged the "house deal" with Antwerpen's owner and provided documents and emails to support this claim, which she later denied in her deposition. (*Id.* at 6,13,14)

Ms. Maggio's deposition testimony that she did not discuss the "house deal" with Antwerpen (Def.'s Mot., Ex. 5, 41-42:12-6) is inconsistent with her actions on September 11, 2021, when she allegedly spoke with Jack Antwerpen and an Academy Ford representative about the deal.

(Amended Compl. ¶¶ 38, 41). Ms. Maggio also testified that she had never spoken with Plaintiff about this "house deal", yet there are screenshots of her text communications with Plaintiff where she referenced the "house deal". (Exhibit B). Ms. Maggio testified that she never sent the emails that have the email address name of meg_maggio@yahoo.com, even though she admitted that is her email address. (Maggio Depo. 117 at 7-8).

Ms. Maggio also characterized her dismissal from this suit as requested by Plaintiff and furthering her intention of "breaking" from Plaintiff "for good" due to Plaintiff "breaking" Ms. Maggio. Ms. Maggio testified in her deposition that she was dismissed from this suit due to Ms. Maggio and Mr. Hadel signing a Consent Order in their custody dispute that required Plaintiff to dismiss Ms. Maggio as a defendant in this suit. Ms. Maggio testified Plaintiff was the party to suggest the terms of the Consent Order, including dropping Ms. Maggio from this matter. Ms. Maggio further testified that she agreed to the Consent Order and being dropped from this matter because Plaintiff had "broken" her and she wants to move on from Plaintiff's abuse. As sworn in Plaintiff's Declaration, Ms. Maggio was the party to suggest the Consent Order that allowed her to be dismissed from this matter. Also Ms. Maggio has not acted in accordance of wanting to separate herself from Plaintiff for good, in fact she has acted in the complete opposite way. (Hadel Decl. ¶ 7-12). Since the Consent Order was signed, Ms. Maggio has requested Plaintiff have visitation with their minor child, requested Plaintiff go to an event with her and the minor child, and has stated that if Plaintiff be present in the minor child's life, she will respect Plaintiff as the minor child's father. For Ms. Maggio to testify that she wanted to be separated from Plaintiff for good, is just patently false. These contradiction raises a factual question about her truthfulness and credibility.

Plaintiff alleges that Ms. Maggio forged correspondence from Michael and Jack Antwerpen. (Amended Compl. ¶ 115). If true, this suggests Ms. Maggio misrepresented her authority to Plaintiff while simultaneously making misrepresentations in her deposition about her lack of involvement. The veracity of these documents and Ms. Maggio's role in creating them are disputed facts that require jury resolution.

Ms. Maggio's credibility is central to determining whether she acted with apparent authority or misrepresented Antwerpen's involvement. Her potential falsehoods cannot be resolved on summary judgment, as credibility determinations are reserved for the trier of fact. *See Knisley*, 11 Md. App. at 272-73.

C. The Existence or Forgery of a Contract Does Not Negate Ms. Maggio's Apparent Authority

Antwerpen argues that no enforceable contract existed between Plaintiff and Antwerpen because all purchase contracts were with Academy Ford. (Def.'s Mot. at 5-6). This argument misses the point. Plaintiff's claims against Antwerpen are not solely based on a written contract but on the doctrine of apparent authority and fraudulent inducement stemming from Ms. Maggio's representations. Whether the contracts were forged or not, Ms. Maggio's apparent authority to promise a "house deal" on Antwerpen's behalf induced Plaintiff to purchase the truck, creating liability for Antwerpen.

Under Maryland law, a principal may be liable for an agent's misrepresentations if the agent acts with apparent authority, even absent a formal contract. *See Wailes & Edwards*, 265 Md. at 277-78. Plaintiff's reliance on Ms. Maggio's representations—bolstered by her prior employment, communications with Antwerpen representatives, and conduct at Academy Ford—

creates a triable issue of fact regarding Antwerpen's liability for her actions. The alleged forgeries, if committed by Ms. Maggio, further support Plaintiff's claim that she misrepresented her authority, but they do not absolve Antwerpen if Plaintiff's reliance was reasonable.

D. Genuine Disputes Exist Regarding Antwerpen's Involvement in the "House Deal"

Antwerpen asserts it had no involvement in Plaintiff's truck purchase and no business relationship with Academy Ford. (Def.'s Mot., Ex. 4 ¶¶ 6, 11). However, Plaintiff's evidence suggests otherwise.

Plaintiff's declaration and the Amended Complaint allege that Ms. Maggio arranged for Antwerpen to provide a rebate or "house deal" as part of the Academy Ford purchase. (Hadel Decl. ¶¶ 5-7; Amended Compl. ¶ 33). These representations were corroborated by communications Plaintiff believed came from Antwerpen representatives.

The proximity of Ms. Maggio's employment with Antwerpen to the transaction, her alleged discussions with Jack Antwerpen, and the existence of documents purportedly signed by Michael Antwerpen (even if forged) suggest some level of involvement or failure by Antwerpen to monitor Ms. Maggio's actions. These facts create an inference that Antwerpen may have been aware of or contributed to the "house deal" arrangement.

These disputes about Antwerpen's role in the transaction preclude summary judgment. A jury must determine whether Antwerpen's actions or inactions contributed to Plaintiff's reasonable belief in the "house deal."

IV. CONCLUSION

Genuine disputes of material fact exist regarding Meghan Maggio's apparent authority, the truthfulness of her deposition testimony, and Antwerpen's involvement in the "house deal." Plaintiff's declaration, the timing of Ms. Maggio's employment, and the alleged communications from Antwerpen representatives create triable issues that cannot be resolved on summary judgment. Accordingly, Plaintiff respectfully requests that the Court deny Defendant ANTWERPEN HYUNDAI, INC.'S Motion for Summary Judgment and allow this case to proceed to trial.

Respectfully Submitted,

/s/Sarah Spitalnick
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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of April 2025, a true and correct copy of the foregoing Opposition to Defendants' Motion for Summary Judgement was sent via MDEC for counsel of record for Defendants.

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
Counsel for Plaintiff

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E-FILED; Baltimore City Circuit Court
Docket: 5/17/2024 12:52 PM; Submission: 5/17/2024 12:52 PM
Envelope: 16493567

GLENN GEORGE, 3507 Sunflower Pl., Bowie, MD 20721 *Plaintiff*,	)	IN THE CIRCUIT COURT FOR BALTIMORE CITY
v. BALTIMORE GAS AND ELECTRIC COMPANY. 110 W. Fayette St. Baltimore, MD 21201 *Defendant*,	)	CASE NO: C-

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COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, GLENN GEORGE, by and through his counsel, hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF ACTION

1. This case arises out of the unlawful race and disability discrimination and retaliation by Baltimore Gas & Electric Company (hereinafter "BGE" or the "Company") against Glenn George (hereinafter "Mr. George") in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans with Disabilities Act of 1990 (the "ADA"), 42 U.S.C. § 2000e-2 *et seq*. and § 2000e-3 *et seq*., Title 20 of Maryland's State Government Article ("Title 20"), and the Baltimore County Human Rights Law (County Code, Article 29).

2. BGE discriminated against Mr. George based on his race (African American) and on the basis of his disability throughout his employment with BGE, and further retaliated against him due to reporting the discrimination.

3. Mr. George seeks compensation for economic loss, mental and emotional distress, punitive damages, and attorneys' fees and costs.

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PARTIES

4. Plaintiff, GLENN GEORGE, is a resident of the State of Maryland.

5. Defendant, BALTIMORE GAS AND ELECTRIC COMPANY., is a corporation incorporated under the laws of Maryland.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter of this action pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501 and § 6-102 because BGE has its principal place of business in Maryland.

7. Venue is proper in this District pursuant to § 6-201 because BGE has their principal place of business in Baltimore City.

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FACTS

8. In or around the fall of 2017, BGE hired Mr. George as Senior Engineer for its Substation & Services Engineering Department. In this role, Mr. George was responsible for providing electrical engineering support to maintain the following substation assets: transformers, breakers, battery and battery charger systems, and battery energy storage systems.

9. Mr. George was hired in this role because of his qualifications and experience. Mr. George has a Master's Degree in Electrical Engineering and Management and a Bachelor's Degree in Applied Sciences. Mr. George is also a licensed Professional Electrical Engineer, certified Project Management Professional, and an accredited professional in Leadership in Energy and Environment.

10. Mr. George was part of the Substation and Services team which consisted of five employees – three technicians and two engineers.

11. Mr. George was the only African American employee on the team during his tenure.

12. Shortly after Mr. George was hired, BGE began discriminating against him on the basis of his race.

13. Mr. George quickly learned that BGE has a pattern and practice of discriminating against employees on the basis of their race.

DocuSign Envelope ID: E79492D8-3CC2-4F48-A9A2-95DA260A7C5F

14. In or around December 2017, Mr. George was traveling in a car with then-Manager Richard Clarke, then-Senior Manager Richard Knotts, and then Senior-Engineer Daniel Blaydon from Delta Star Transformer Factory in Lynchburg, Virginia to the BGE Electric Operations Building in Baltimore, Maryland. Notably, Mr. Clarke is white.

15. While in the car, Mr. Clarke began discussing BGE Senior Executives – then BGE CEO Calvin Butler, then BGE VP of Operations Darryl Stokes, and then BGE VP Rodney Odey, all of whom are African American. Mr. Clarke expressed his displeasure with BGE selecting African American candidates to fill the Senior Executive positions and stated the "Black executives are prisoners running the camp," or words to that effect.

16. Mr. Clarke went on to say that the African American Senior Executives "sent [Mr. George] to [Mr. Clarke's] department to take [Mr. Clarke's] job," or words to that effect.

17. In an attempt to distance himself from such a racially charged conversation, Mr. George put on his headphones and turned the volume up.

18. The next day, Mr. George spoke to Mr. Clarke about the racially-charged conversation and informed Mr. Clarke that such comments made him feel uncomfortable. Mr. Clarke responded by reiterating his position that the leadership of color at BGE were "prisoners running the camp," or words to that effect.

19. From November 2017 until he was transferred from the Substation & Services Engineering team in July 2019, Mr. George endured harassment,

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belittlement, and racially insensitive comments made about African Americans by his white team members.

20. For example, in one incident Mr. George attended a Substation Monitoring meeting with Mr. Clarke, Ms. Archibald, Mr. Evan Siverd, and Mr. Daniel Blaydon. In the meeting, Mr. Clarke, Ms. Archibald, Mr. Siverd, and Mr. Blaydon, all of whom are white, discussed how "stupid" African American leaders and other people of color were.

21. Mr. George later discussed the racially charged comments with Mr. Clarke, and Mr. Clarke doubled down and said the statements made in the meeting "were true."

22. In or around March 2018, Mr. George was on a phone meeting with then-Director of Transmission & Substation Laura Wright and his then-Manager Richard Clarke discussing a Report Mr. George was working on but had not yet completed. Ms. Wright asked why the report had not yet been finished, and Mr. Clarke responded that Mr. George "is lazy," or words to that effect.

23. Mr. George later approached Mr. Clarke to discuss his inappropriate, demeaning, and belittling comment in the March 2018 meeting with Ms. Wright. Mr. Clarke dismissed Mr. George's concerns and responded that BGE management will "just send me to sensitivity training," or words to that effect.

24. In or around April 2018, while Mr. George was on the phone troubleshooting a problem with a vendor, then-Manager Richard Clarke interrupted Mr. George, used his elbow and shoulder to push Mr. George away, took over Mr.

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George's phone line and began discussing the problem with the vendor. Mr. George approached Mr. Clarke and asked him why he (Mr. Clarke) shoved him (Mr. George) and ignored him (Mr. George). Mr. Clarke ignored Mr. George.

25. The following day, Mr. George went to report Mr. Clarke's inappropriate behavior to Mr. Clarke's then-Manager, then-Director Stephen Goad. Mr. Goad is white.

26. When Mr. George began reporting Mr. Clarke's behavior, Mr. Goad interrupted Mr. George and told him he ought to be "cautious about what he says about people that do a good job for the Company," or words to that effect. After that remark, Mr. George did not feel comfortable reporting Mr. Clarke's behavior to Mr. Goad, and the two discussed Mr. George's role and job duties. Mr. Goad informed Mr. George he would talk to Mr. Clarke about his managerial style, but Mr. Clarke's behavior never improved – it worsened.

27. Although Mr. George was a Senior Engineer, in or around May 2018, Mr. Clarke assigned Mr. George the janitorial task of cleaning up the Electric Operations Building Battery room. Mr. Clarke had never assigned any of the white Senior Engineers such janitorial tasks.

28. In or around July 2019, Mr. George informed Mr. Clarke about Ashley Archibald's, formerly Ashley Geigel, inappropriate and disrespectful behavior towards him. Ms. Archibald said Mr. George was not qualified to do his job (he was). Mr. George also overheard Ms. Archibald say to someone on the phone that Mr. George would be "evicted from the department soon," or words to that effect. Two

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weeks later, Mr. George was removed from the Substation and Services team. Ms. Archibald is white.

29. Mr. Clarke responded to Mr. George saying that Mr. George should be tolerant of the disrespectful behavior towards him since Ms. Archibald "does a good job for the company," or words to that effect.

30. While Mr. George was removed from the Substation and Services team and assigned a new supervisor in July 2019, his desk remained where the Substation and Services team sat, and he was still assigned to a Substation Monitoring program in which Substation and Services is the main Stakeholder.

31. In or around October 2018, Mr. George was sitting at his desk adjacent to Ms. Archibald and Mr. Evan Siverd (Electrical Engineer), when he overheard Ms. Archibald and Mr. Siverd discussing how they were going to taunt and harass Mr. George until he reacted in a manner that was "contrary to BGE's Code of Conduct in an attempt to get [Mr. George] fired," or words to that effect.

32. In or around June 2019, Mr. George met with then-Acting Director of Substation Maintenance John Compher and Mr. Clarke to discuss Mr. Clarke's racially charged language and discriminatory actions towards Mr. George and Mr. Clarke's managerial style that supported and maintained a hostile work environment for Mr. George. Mr. Compher took notes during the meeting and assured Mr. George that he would address the issues with Mr. Clarke. Mr. Clarke's behavior did not improve.

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33. Mr. George also reported Mr. Clarke's discriminatory comments and behavior to then Senior Manager Richard Knotts.

34. In or around November 2019, after reporting Mr. Clarke's behavior to Mr. Compher and Mr. Knotts, Mr. George lost his engineering role and was demoted to a Project Manager/Management type role in an entirely different department that required no engineering expertise.

35. Mr. Knotts and Mr. Clarke were responsible for initiating Mr. George's transfer.

36. Mr. Clarke hired Keith Brock as Mr. George's replacement. Mr. Brock is white.

37. After demoting and transferring Mr. George and hiring Mr. Brock, Mr. Clarke's entire team consisted of all white employees.

38. Mr. George was assigned to training Mr. Brock as to how to do his job.

39. After Mr. George's demotion and transfer, Mr. George asked that the Substation Monitoring program that he was assigned to be reassigned to someone else so that he did not have to continue working with the team that was consistently harassing him and discriminating against him. Mr. George also asked that his desk location be moved so he did not have to sit near and constantly engage with the individuals that were harassing him.

40. BGE refused to reassign the Substation Monitoring program per Mr. George's request, and Mr. George was forced to continue working with the employees that were discriminating against him and harassing him.

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41. On or about December 2019, then-Manager Joseph Meyer interrogated Mr. George about projects he was assigned to in a demeaning and harsh tone. Notably, Joseph Meyer previously interned for Richard Clarke when Mr. Meyer was a college student and as such, had a demonstrated pattern of loyalty to Mr. Clarke. Mr. Meyers is also white.

42. In or around February 2020, in a team meeting with Mr. George, Mr. Clarke, and Ms. Archibald, then-Manager Joseph Meyer told Mr. George he had "no escalation path at BGE," or words to that effect. Mr. Meyer followed in Mr. Clarke's path by harassing and discriminating against Mr. George while he was his manager.

43. In or around April 2020, in a meeting with Logan Hughes, Brandon Harrell, and Joseph Meyer, Mr. George presented status reports on his projects. During the presentation, Mr. Meyer was abrasive, demeaning, and belittling towards Mr. George. As Mr. Hughes was setting up to present his status report, he remarked, "that was brutal," referring to Mr. Meyer's behavior towards Mr. George.

44. At this time, Mr. George was still assigned to the Substation Monitoring program, even though he previously asked to be re-assigned to another engineering project to escape the harassment and discrimination he endured from the team, and even though he was assigned to a different team and different supervisor.

45. In or around July 2020, Mr. George asked then-manager Mr. Meyer to set up a meeting between the two of them and Mr. Meyer's then-Supervisor, Director Laura Wright to discuss Mr. George's role on the Substation Monitoring Program.

DocuSign Envelope ID: E79492D8-3CC2-4F48-A9A2-95DA260A7C5F

46. Mr. Meyer informed Mr. George that Ms. Wright was reluctant to reassign the Substation Monitoring Program to someone else because it "would seem like retaliation," or words to that effect.

47. From December 2017 to July 2021, Mr. George endured prolonged harassment and discrimination from the Substation & Services Maintenance Engineering Team and then Manager Joseph Meyer.

48. As a result of the harassment and discrimination, Mr. George suffered severe mental distress and began seeing a Psychiatrist and Behavioral Therapist. Mr. George was diagnosed with High Anxiety and Depression.

49. Prior to December 2017, Mr. George did not have High Anxiety nor did he have Depression. In fact, prior to December 2017, Mr. George had never sought psychiatric help.

50. High Anxiety and Depression are disabilities within the meaning of the ADA as they substantially limit certain major life activities, as described in further detail with respect to Mr. George below. Mr. George waives his right to keep his disabilities confidential with respect to his former employer, as they are already known to the Company.

51. During the period of prolonged harassment and discrimination to which he was unlawfully subjected, Mr. George began suffering from panic attacks and nervous breakdowns. In one incident, Mr. George was driving in a parking lot, forgot to put his car in park, and exited the car while it was still in motion. Mr. George had

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to run down the road to catch up to the vehicle and hit the brakes before the moving car hit another parked vehicle.

52. In another incident, Mr. George exited his moving vehicle without engaging the "park" gear, and the car rolled until it hit the garage door.

53. Despite Mr. George's High Anxiety and Depression, he continued to competently perform his job duties at BGE.

54. However, as a result of BGE's harassment and discrimination, Mr. George went on FMLA leave from May 2021 until December 2021. Mr. George attempted to return to work in August 2021, but quickly realized the harassment and discrimination was too impactful on him and, at the direction of his doctor, his medical leave was reinstated until December 2021.

55. Around this time, Mr. George was diagnosed with Adjustment Disorder mixed with Anxiety and Depressed Mood. Mr. George's symptoms included, but were not limited to: anhedonia, depressed mood, amotivation, anxiety, stress/distress, fatigue/anergia, and concentration difficulties.

56. Adjustment Disorder, Anxiety, and Depressed Mood are disabilities within the meaning of the ADA as they substantially limit certain major life activities, as described in further detail with respect to Mr. George above and below. Mr. George waives his right to keep his disabilities confidential with respect to his former employer, as they are already known to the Company.

57. Despite Mr. George's Adjustment Disorder, Anxiety, and Depressed Mood, he continued to competently perform his job duties at BGE.

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58. On or about August 5, 2021, Mr. George disclosed his disabilities to BGE and submitted an ADA accommodation request due to his disabilities and emotional distress resulting from the harassment and discrimination he experienced at work.

59. Because of his disabilities and ongoing serious health conditions, Mr. George went back on FMLA leave from August 2021 through December 2021.

60. When he returned from leave, Mr. George was assigned a new Senior Manager – Kirk Rae. Mr. George was assigned another Project Management role for a fiber deployment program (another program that required no engineering expertise). Mr. Rae is white.

61. Beginning in or around December 2021 and continuing through December 6, 2022, Mr. Rae belittled and harassed Mr. George, much like Mr. Clarke, Mr. Meyer, and others had prior.

62. On or about July 5, 2022, Mr. George filed another complaint with BGE regarding the discrimination and harassment from his coworkers and supervisors. BGE failed to take action to prevent further discrimination and harassment by its employees against Mr. George.

63. For example, on or about July 16, 2022, in a one-on-one mid-year evaluation, Mr. Rae—knowing about Mr. George's disabilities and mental health struggles and complaints about BGE employees' discriminatory and harassing treatment towards Mr. George—mocked Mr. George, his disabilities, and his mental health struggles. Mr. Rae, while smiling, told Mr. George that he should not "let those mental health issues cripple [Mr. George] from doing his job" or words to that effect.

DocuSign Envelope ID: E79492D8-3CC2-4F48-A9A2-95DA260A7C5F

Mr. Rae went on to sarcastically and disdainfully remark to Mr. George that maybe he (Mr. Rae) needed sensitivity training.

64. Such comments are discriminatory, harassing, and against BGE policy.[1]

65. After the extremely unsettling conversation with Mr. Rae on or about July 16, 2022, Mr. George reported the incident to HR employee Ivy Tompkins and Operational Health and Safety employee Charmaine Matthews.

66. As a result of the aforementioned discrimination, harassment, retaliation, severe emotional distress, disabilities, and his ongoing serious health conditions, Mr. George, at the direction of his Psychiatrist and Therapist, went on FMLA leave again from the end of July 2022 through November 2022.

67. Mr. George returned to work on November 30, 2022.

68. Mr. George continued to endure harassment and discrimination by his supervisors upon his return from FMLA leave.

69. BGE failed to address and eliminate the discrimination and harassment to which Mr. George was subjected.

70. As a result of the intolerable work environment, Mr. George was constructively discharged from BGE on December 6, 2022.

Harassment and Hostile Work Environment

[1] (*See BGE Statement Affirming Intolerance for Expressions of Hatred, Discrimination and Violence*, Jan. 29, 2021 at https://www.bge.com/News/Pages/Press%20Releases/210109-statement-reaffirming-intolerance-for-expressions-of-hatred-discrimination-violence.aspx).

DocuSign Envelope ID: E79492D8-3CC2-4F48-A9A2-95DA260A7C5F

71. The facts demonstrate that the environment BGE created and fostered for Mr. George was incontrovertibly hostile under the law and rife with disparate treatment on the basis of race and disability (discrimination).

72. EEOC guidance describes harassment as unwelcome conduct that is so frequent or severe that it objectively creates a hostile or offensive work environment or results in a negative employment action. *See, e.g., EEOC Glossary for Small Businesses*. [2]

73. Under Title VII, the ADA, and Title 20, an employer is liable for harassment if the person responsible for the harassment can make or recommend employment decisions (e.g. hiring and firing, promotion and demotion, and reassignments) or directs, supervises, or evaluates the work activities of the employee, even if that person does not have the power to make employment decisions. Additionally, an employer can be liable if its own negligence leads to harassment or enables harassment to continue.

74. Here, supervisors Mr. Knotts, Mr. Clarke, Mr. Meyers, and Mr. Rae had hiring and firing power, demoted and reassigned Mr. George, directly supervised Mr. George, and evaluated his work activities.

75. In addition, BGE was on notice of Mr. George's intolerable working conditions as a result of his complaints and others like them. In fact, in April 2022, seven former BGE workers, all of whom are Black, filed a lawsuit against BGE for "perpetuating a deep-seated culture of racism where African American employees

[2] Available at https://www.eeoc.gov/employers/small-business/eeoc-glossary-small-businesses.

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regularly endured racial slurs [and] discrimination." *See* https://www.baltimoresun.com/business/bs-bz-bge-exelon-racial-discrimination-lawsuit-20220413-fdaqmwsr7fb2lgsiuo7szp42ce-story.html. The lawsuit is currently pending before the Baltimore City Circuit Court (*Kevin Alston, et al. v. Baltimore Gas & Electric Co., et al*, Case No. 24C21002679).

76. As evidenced by the facts above, throughout his tenure at BGE, Mr. George was harassed based on his race and disability and subjected to a hostile work environment on the basis of his race and disability. Derogatory remarks were made about Mr. George, his race, and his disability on numerous occasions over several years, even after repeated complaints. As a result, BGE is liable for its employees' illegal actions.

Disparate Treatment and Constructive Discharge

77. Mr. George can establish a prima facie case of discrimination based on disparate treatment, as he is a member of at least two protected classes on account of his race and disability, he performed at least satisfactorily, he was removed from his position, demoted, harassed, and constructively discharged (all adverse employment actions), and the Company treated him less favorably than his similarly situated white and non-disabled peers.

78. Throughout his employment at the Company, BGE supervisors continuously and repetitively made comments about African American employees in Mr. George's presence and required him to perform Project Management tasks outside of his job description. Such comments and requests were never made to or of

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white and non-disabled employees. The Company's discriminatory animus is further evidenced by the fact that after the Company demoted and transferred Mr. George to a new role, he was replaced by a white employee.

79. Both Maryland and federal law recognize constructive discharge as an adverse employment action, and constructive discharge exists where an "employer has deliberately caused or allowed the employee's working conditions to become so intolerable that a reasonable person in the employee's place would have felt compelled to resign." *Beye v. Bureau of Nat. Affs.*, 59 Md. App. 642, 653, 477 A.2d 1197, 1203 (1984).

80. As described above in detail, Mr. George's working conditions at BGE were unbearable – so unbearable that he developed Adjustment Disorder mixed with Anxiety and Depressed Mood—despite no preexisting mental health history. On numerous occasions, Mr. George reported the harassing and discriminatory behavior to which he was subjected to BGE supervisors. BGE took no action to rectify the harassment and discrimination, instead allowing it to continue and intensify.

81. In the instant case, Mr. George was forced to resign because his working conditions at BGE were so volatile and saturated with unlawful discrimination that they caused him to develop multiple mental health disorders. BGE was on notice of the harassment Mr. George was enduring, as well as the impact that harassment was having on him, and failed to address it. As a result, Mr. George was forced to resign on December 6, 2022.

Retaliation

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82. "To establish a *prima facie* case of discrimination based on retaliation, a plaintiff must produce evidence that []he engaged in a protected activity; h[is] employer took an adverse action against h[im]; and h[is] employer's adverse action was causally connected to h[is] protected activity." *Edgewood Management Corp. v. Jackson*, 212 Md. App. 177, 199 (2013), cert denied, 434 Md. 313 (2013). *See also EEOC Enforcement Guidance on Retaliation and Related Issues* § 1 II. (2016).[3] "An employee's complaint about an employer's allegedly discriminatory conduct, whether through formal or informal grievance procedures, constitutes protected oppositional activity." *Id.* at 201–02. *See also EEOC Enforcement Guidance* § II.A.2.

83. Mr. George indisputably engaged in protected activity on numerous occasions cited above (e.g., repeatedly reporting discriminatory practices to HR, disclosing his disability, and requesting a reasonable accommodation on the basis of disability).

84. BGE retaliated against Mr. George each time he engaged in a protected activity. Mr. George reported discrimination, and he was transferred out of his position and demoted. Mr. George continued to report discrimination, disclosed his disability, and requested accommodation, after which the harassment against him continued and intensified through his constructive discharge.[4] The facts establish a

[3] Available at https://www.eeoc.gov/laws/guidance/enforcement-guidance-retaliation-and-related-issues.

[4] According to EEOC guidance, retaliation includes any employer action that is "materially adverse." This means any action that might deter a reasonable person from engaging in protected activity and includes—but is not limited to—threats, warnings, reprimands, scrutiny, removing supervisory responsibilities, and engaging in abusive verbal behavior, even if it is not yet "severe or pervasive" as required for a hostile work environment. *See, id.*

DocuSign Envelope ID: E79492D8-3CC2-4F48-A9A2-95DA260A7C5F

causal connection between Mr. George's protected activity and the adverse actions taken against him, given their temporal proximity, at a minimum.

85. In other words, the timing between Mr. George's protected activity, as described herein, and the Company's retaliatory conduct is *prima facie* evidence that any purported reasons the Company may assert for its illegal conduct are pretextual. *See, e.g. Waag v. Sotera Def. Solutions, Inc*., 857 F.3d 179, 192 (4th Cir. 2017) ("[F]or purposes of establishing a *prima facie* case, close temporal proximity between activity protected by statute and an adverse employment action may suffice to demonstrate causation").

CONCLUSION

86. In sum, the facts demonstrate that the Company violated Title VII, the ADA, Title 20, and the Baltimore County Human Rights Law (County Code, Article 29). As a result of the Company's illegal conduct, Mr. George has experienced economic losses, suffered severe mental and emotional distress, and incurred attorneys' fees.

CAUSES OF ACTION

COUNT I

Violation of Title VII of the Civil Rights Act of 1964

42 USC § 2000e et seq.

Discrimination on the Basis of Race and Color

87. Mr. George realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

88. Defendant violated Title VII by subjecting Mr. George to discrimination,

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harassment, and a constructive discharge based on his race and color.

89. Mr. George is a black male, he was subjected to demotions, derogatory comments, harassment, and retaliation based solely on his skin color.

90. No other engineer that worked with Mr. George, that was white, was ever subjected to the same treatment Mr. George was subjected to.

COUNT II

Americans with Disabilities Act of 1990

42 U.S.C. § 2000e-2 *et seq*. and § 2000e-3 *et seq.*

Discrimination on the Basis of Disability

91. Mr. George realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

92. Defendant violated the Americans with Disabilities Act of 1990 by refusing to accommodate Mr. Georges reasonable accommodations and retaliating against Mr. George for requesting accommodations.

93. Mr. George has the right to reasonable accommodations and the right to apply for reasonable accommodations without the threat of retaliation.

94. Mr. George has diagnosed disabilities, to which he requested reasonable accommodations, and the Defendant responded denial of accommodations and retaliation.

COUNT III

Title 20 of Maryland's State Government Article

MD. State Government Code § 20-606 (2022)

Discrimination on the Basis of Race and Color

95. Mr. George realleges and incorporates by reference each and every

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allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

96. Defendant violated Title VII by subjecting Mr. George to discrimination, harassment, and a constructive discharge based on his race and color.

97. Mr. George is a black male, he was subjected to demotions, derogatory comments, harassment, and retaliation based solely on his skin color.

98. No other engineer that worked with Mr. George, that was white, was ever subjected to the same treatment Mr. George was subjected to.

COUNT IV

Baltimore County Human Rights Law

County Code, Article 29

Discrimination on the Basis of Race and Color

99. Mr. George realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as through fully set forth herein.

100. Defendant violated Title VII by subjecting Mr. George to discrimination, harassment, and a constructive discharge based on his race and color.

101. Mr. George is a black male, he was subjected to demotions, derogatory comments, harassment, and retaliation based solely on his skin color.

102. No other engineer that worked with Mr. George, that was white, was ever subjected to the same treatment Mr. George was subjected to.

PRAYER FOR RELIEF

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WHEREFORE, Plaintiff GLENN GEORGE prays that judgment be entered in his favor and against Defendants BALTIMORE GAS AND ELECTRIC COMPANY for compensable damages, plus interest, statutory damages, punitive damages, attorneys' fees, expert witness fees, and his costs of suit, and such other relief as this Court deems just and equitable.

WHEREFORE, Plaintiff GLENN GEORGE prays that the Court order Defendant to 1) cease using euphemisms and derogatory comments for racial and or color ; 2) implement

internal policies and procedures designed to ensure that employees do not run afoul of the anti-discrimination laws of the United States and; 3) cease all activities, employment practices, and internal policies that create a hostile discriminatory environment against colored persons.

DEAMND FOR JURY TRIAL

Plaintiff GLENN GEORGE demands a trial by jury.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

DocuSigned by:
79F19F66699141A...

GLENN GEORGE

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Respectfully Submitted,

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Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 7/9/2024 1:52 PM; Submission: 7/9/2024 1:52 PM
Envelope: 17141758

BLAKE HADEL, 4050 Beach Road, Dundalk, MD 21222 *Plaintiff*, v. KYLEIGH MIDKIFF 2841 Cedarhurst Rd. Finksburg, MD 21048 *Defendant*,	)	IN THE CIRCUIT COURT FOR CAROLL COUNTY CASE NO: C- C-06-CV-24-000259

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, BLAKE HADEL, hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF ACTION

1. On or about July 16, 2024, and July 25, 2023, Defendant, KYLEIGH MIDKIFF (hereinafter "Defendant" or "Ms. Midkiff") made defamatory statements on a public social media page falsely accusing Plaintiff, BLAKE HADEL, (hereinafter "Plaintiff" or "Mr. Hadel") of committing multiple crimes and falsely accuses Mr. Hadel of actions he never engaged in.

2. Ms. Midkiff accused Mr. Hadel of sexually assaulting multiple women, owing thousands of dollars in child support, engaging in unknown illegal or criminal conduct, and signing his legal rights to his children away due to not being able to afford child support on a Facebook public page.

3. Mr. Hadel has never sexually assaulted any woman.

4. Mr. Hadel, at that time and presently, did not owe thousands of dollars of child support.

5. Mr. Hadel has not engaged in criminal activity in or around the time of the defamatory posts.

6. Mr. Hadel did not sign his rights away to his children due to not being able to afford child support.

7. Mr. Hadel seeks an award from this court for compensatory damages, punitive damages, and court costs.

PARTIES

8. Plaintiff, BLAKE HADEL, is a resident of the State of Maryland.

9. Defendant, KYLEIGH MIDKIFF, is a resident of the State of Maryland.

JURISDICTION AND VENUE

10. Jurisdiction is proper pursuant to Md. Code Ann., Code; Jud. Proc. § 1-501 and § 6-102, because Ms. Midkiff resides in Maryland.

11. Venue is proper pursuant to § 6-201 because Ms. Midkiff resides in Carroll County.

FACTS

June 16, 2024, Post

12. On or about June 16, 2024, an unknown person posted a photo of Mr. Hadel with the caption "Blake. Tea or red flag?".

13. The term "Tea" is a synonym for information.

14. The term "red flag" refers to negative information.

15. The unknown author of the post posted Mr. Hadel's photo to ask the Facebook group "Are We Dating The Same Guy? /Baltimore/Columbia/Maryland" if other members knew anything negative or positive about Mr. Hadel.

28. Ms. Midkiff statement is patently false.

29. Ms. Midkiff does not have first-hand knowledge of Mr. Hadel's legal custody matters.

30. Ms. Midkiff directly states Mr. Hadel is "disguising excuse for a human being". Ms. Midkiff is showing her hatred of Mr. Hadel, whom she barely knows and has had little to no actual interactions with.

31. Ms. Midkiff's accusation that Mr. Hadel would sign his legal rights to his children away because he couldn't afford child support, is accusing Mr. Hadel of an action considered to be of moral turpitude.

July 25, 2023, Post

32. On or about July 25, 2023, another unknown person posted a photo of Mr. Hadel with the caption "Blake. Tea or red flag?".

33. The term "Tea" is a synonym for information.

34. The term "red flag" refers to negative information.

35. The unknown author of the post posted Mr. Hadel's photo to ask the Facebook group "Are We Dating The Same Guy? /Baltimore/Columbia/Maryland" if other members knew anything negative or positive about Mr. Hadel.

36. Ms. Midkiff commented on the unknown persons post regarding Mr. Hadel, "[Mr. Hadel] his ass owes thousands of dollars in child support. The next picture that gets posted of him will be a mugshot."

37. Mr. Hadel, at that time and presently, did not owe thousands of dollars in child support.

38. Ms. Midkiff stated, as fact, that Mr. Hadel owed thousands of dollars in back child support.

39. Ms. Midkiff's statement was one of fact, not opinion.

40. Ms. Midkiff's statement is patently false.

41. Ms. Midkiff does not have first-hand knowledge of Mr. Hadel's custody and financial information.

42. Ms. Midkiff's statements could have led to criminal prosecution of Mr. Hadel, with punishment of up to and including imprisonment.

43. Ms. Midkiff also accuses Mr. Hadel, in the above referenced post, of actively engaging in criminal conduct.

44. Ms. Midkiff specifically stated that "the next post will be his [Mr. Hadel] mug shot". That statement can only be interpreted as Ms. Midkiff asserting, she knows Mr. Hadel is actively engaging in criminal conduct that will lead to his arrest.

45. Ms. Midkiff stated as fact, that Mr. Hadel was going to be arrested and his mug shot will be posted on the group.

46. Ms. Midkiff's statement is one of fact, not opinion.

47. Ms. Midkiff's statement is patently false.

48. Ms. Midkiff has no first-hand knowledge of Mr. Hadel's actions and what he does in his personal time.

49. Ms. Midkiff is directly accusing Mr. Hadel of engaging in unknown illegal activity and criminal conduct.

50. Ms. Midkiff directly states Mr. Hadel mug shot will be posted, obviously alluding to the fact the unknown illegal activity Mr. Hadel is conducting will result in Mr. Hadel being imprisoned.

Ms. Midkiff's Knowledge and Interaction with Mr. Hadel

51. Ms. Midkiff only knows of Mr. Hadel through her close friend Meghan Maggio (hereinafter "Ms. Maggio").

52. Ms. Maggio is the mother of Mr. Hadel's daughter.

53. Ms. Midkiff and Ms. Maggio have been close friends for the past two (2) years.

54. Ms. Maggio has known and closely interacted with Mr. Hadel for the past four (4) years.

55. Ms. Midkiff has only spoken to Mr. Hadel on two or three occasions, where nothing personal about Mr. Hadel's life was ever discussed.

56. All Ms. Midkiff's information and knowledge of Mr. Hadel comes directly from Ms. Maggio.

57. Ms. Maggio has an extensive and documented history of stalking, harassing, and tormenting Mr. Hadel due to Mr. Hadel refusing to be in a romantic relationship with her.

58. Mr. Hadel has filed to gain a protective order against Ms. Maggio multiple times due to her constant and relentless harassment and stalking of Mr. Hadel.

59. Ms. Maggio also has a documented history of encouraging and/or colluding with her friends to post about Mr. Hadel in a negative light, harass and stalk Mr. Hadel, and harass and stalk Mr. Hadel's friends and family in an attempt to intimidated Mr. Hadel's and everyone in Mr. Hadel's life.

60. On one recent occasion, Ms. Maggio colluded with Ms. Midkiff to cyber stalk one of Mr. Hadel's attorneys so that Ms. Maggio could stalk whom she believed was behind Mr. Hadel filing to reopen their custody dispute and/or filing legal actions against Ms. Maggio.

61. Ms. Maggio's stalking and harassment of Mr. Hadel and his loved ones has been ongoing since 2021, Ms. Midkiff's collusion with Ms. Maggio to stalk and harass Mr. Hadel and his loved ones has been ongoing since 2022.

62. Regarding the defamatory posts, in the public Facebook group where Ms. Midkiff commented her defamatory statements are within a group that Ms. Maggio has been banned from for violating the groups rules.

63. After Ms. Maggio was banned from the group, she colluded with Ms. Midkiff to have Ms. Midkiff comment and post defamatory statements regarding Mr. Hadel to further Ms. Maggio's goal of intimidating everyone in Mr. Hadel's life.

64. It is unknown what Ms. Maggio has stated to Ms. Midkiff regarding Mr. Hadel, but Ms. Midkiff has done nothing to verify anything Ms. Maggio has told her nor has Ms. Midkiff made any attempts to determine if what she posts on behalf of Ms. Maggio were truthful or not.

65. As with Ms. Maggio, Ms. Midkiff has a blatant indifference to the validity and truthfulness of her statements regarding Mr. Hadel, Ms. Midkiff's sole intention was to defame Mr. Hadel in any means she deemed necessary to further Ms. Maggio goal of harassing and tormenting Mr. Hadel.

66. On one occasion in late 2023 and early 2024, Ms. Midkiff was present for the Protective Order Hearing and Appeal Hearing where Meghan Maggio was the respondent and Mr. Hadel was the petitioner.

67. Ms. Midkiff accompanied Ms. Maggio to the hearing, not because she was directly involved, but to show her support for her friend.

68. Ms. Midkiff has shown her loyalty to Ms. Maggio, in regard to defaming Mr. Hadel, throughout the last year or so. Ms. Midkiff has been ready and willing to do whatever Ms. Maggio believes is necessary to harm Mr. Hadel's reputation.

69. Since Ms. Midkiff has been friends with Ms. Maggio, she has had almost no direct interactions with Mr. Hadel to where she would know Mr. Hadel's personal romantic life, his financial status, or his intentions on why he behaves the way he does.

70. Ms. Midkiff has no social or direct connections to Mr. Hadel, except through Ms. Maggio.

71. Ms. Maggio has shown that she resents Mr. Hadel for not being in a romantic relationship with her, and that she will go to any lengths, legal or illegal, to punish Mr. Hadel.

72. Ms. Midkiff has shown she is willing to hate Mr. Hadel with Ms. Maggio, even though she has no first-hand experience with Mr. Hadel. Ms. Midkiff is more than willing to believe anything she is told regarding Mr. Hadel, without any verification, and then in turn spread those defamatory assertions without care.

Mr. Hadel's Background Regarding the Defamatory statements.

73. Mr. Hadel is an average late twenties early thirties single man. Mr. Hadel has a reputation of being a competent businessman and an overall socially active person in the community.

74. Mr. Hadel is not a person that would ever sexually assault/abuse or attack any women in a sexual manor.

75. Mr. Hadel does not have a criminal record, or any record of sexually assaulting/abusing anyone.

76. Mr. Hadel is a respected person in his community and does not have a reputation for sexually attacking anyone.

77. Mr. Hadel understands the importance of consent and fully respects a women's right to say no and be heard.

78. Mr. Hadel has never been indicted, charged, or found guilty/liable for sexual assault/abuse.

79. Accusing Mr. Hadel of sexual assault/abuse to thousands of women not only defames Mr. Hadel's personal reputation but also his professional reputation since he is a small business owner.

80. Mr. Hadel never signed his legal rights to his children away due to not being able to afford the child support payments.

81. Mr. Hadel did in fact sign away his legal rights to his two (2) children, but he did not do so due to not being able to afford child support.

82. Mr. Hadel had been engaged in ongoing custody disputes with both the mothers of his children, where no ending was in sight.

83. Mr. Hadel filed reopen both his custody disputes in later 2023 and early 2024, to attempt at resolving the custody disputes.

84. In both custody disputes, the mothers requested that Mr. Hadel sign his legal rights away to his children to close the custody disputes for good.

85. Mr. Hadel agreed to sign his rights away to his children because both he and the mothers believed that that would be in the best interest of the minor children.

86. Within both Mr. Hadel's petitions he filed in late 2023 and early 2024, he stated the reasoning for reopening the custody matters was to gain shared custody of the minor children.

87. It was only when both mothers, including Ms. Maggio, requested Mr. Hadel to sign his rights away, did he elect to do so.

88. Within Mr. Hadel's custody dispute with Ms. Maggio, Ms. Maggio was the party to bring up Mr. Hadel signing his legal rights away, and she did so so that Mr. Hadel would dismiss an unrelated civil action against her.

89. Mr. Hadel did have trouble always keeping up with his child support payments, due to mainly Ms. Maggio gaining unreasonably high child support against him, but Mr. Hadel was able to afford reasonable child support.

90. Mr. Hadel intended on reevaluating child support when he field to re-open both his custody matters so that he could afford his child support.

91. Mr. Hadel never stated he could not afford child support as a whole, just that he could not afford the unreasonably high child support Ms. Maggio gained against him.

92. Again, Ms. Maggio may have informed Ms. Midkiff Mr. Hadel signed his legal rights to his children away due to not affording child support, but Ms. Midkiff did nothing to verify the truthfulness of that accusation and chose to post that defamatory remark to a public Facebook page without any verification.

93. Mr. Hadel was never behind on child support payments by thousands of dollars.

94. Mr. Hadel was court ordered to pay child support for both his children.

95. The child support for his son was a reasonable amount consented to by both him and the mother, but the child support for his daughter, with Ms. Maggio, was unreasonably high.

96. Mr. Hadel did struggle at some points to keep up with his child support, but at no point did he owe thousands of dollars due to a blatant disregard for the obligation.

97. For Mr. Hadel's daughter with Ms. Maggio, he was not even aware of the child support obligation until almost two (2) months after the order was put into effect due to Ms. Maggio deceiving Mr. Hadel. Ms. Maggio was well aware Mr. Hadel was unaware of his child support obligations for some time, yet still asserted he was not paying due to a blatant disregard for the obligation.

98. Again, Ms. Midkiff took Ms. Maggio on her word that Mr. Hadel owed thousands of dollars in back child support without doing anything to verify the truthfulness of Ms. Maggio's assertions before posting her defamatory statement.

99. Ms. Midkiff has shown she either has a complete and utter malicious disregard for the truth or knows her statements are patently false and maliciously posts them anyways in furtherance of her collusion with Ms. Maggio to ruin Mr. Hadel's reputation and character to the public.

100. Ms. Midkiff has commented on every post regarding Mr. Hadel, and every one of her comments contain a defamatory statement regarding Mr. Hadel.

101. Ms. Midkiff has no regard for the damage her defamatory comments can and have caused to Mr. Hadel, and she has shown she will continue to defame Mr. Hadel if she is not held to the consequences of her actions.

102. Ms. Midkiff does not believe there are any consequences for posting endless defamatory statements regarding Mr. Hadel.

103. Ms. Midkiff not only comments her defamatory statements but she interreacts with other people commenting and viewing so that they are aware of her defamatory accusation against Mr. Hadel.

104. Ms. Midkiff has shown through her defamatory comments, she harbors a blind hatred of Mr. Hadel, a person she barely even knows or has ever interacted with and will continue to defame Mr. Hadel's reputation and character to further her blind hatred of Mr. Hadel.

105. There is no doubt Ms. Midkiff will continue to defame Mr. Hadel's character and reputation to the public, as she has made defamatory comments spanning over a year.

CAUSES OF ACTION

COUNT I

Maryland Common Law Tort

Libel Per Se

106. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 105 of this Complaint with the same effect as through fully set forth herein.

107. Ms. Midkiff posted defamatory statement regarding Mr. Hadel sexually assaulting/abusing multiple women on a public Facebook page which has thousands of members, not including Mr. Hadel.

108. Ms. Midkiff's defamatory statement regarding Mr. Hadel sexually assaulting/abusing women is patently false.

109. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel sexually assaulting/abusing

multiple women came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

110. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

111. Ms. Midkiff's comment regarding Mr. Hadel sexually assaulting/abusing multiple women is an accusation of criminal conduct or a criminal act that can be punishable up to and including imprisonment in the State of Maryland.

112. A false accusation of criminal conduct is considered to have presumed damages due to the malicious nature of the accusations themselves.

COUNT II

Maryland Common Law Tort

Libel Per Se

113. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 112 of this Complaint with the same effect as through fully set forth herein.

114. Ms. Midkiff posted defamatory statement regarding Mr. Hadel owing thousands of dollars in child support on a public Facebook page which has thousands of members, not including Mr. Hadel.

115. Ms. Midkiff's defamatory statement regarding Mr. Hadel owing thousands of dollars in child support is patently false.

116. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel owing thousands of dollars in child support came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

117. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

118. Ms. Midkiff's comment regarding Mr. Hadel owing thousands of dollars in child support is an accusation of criminal conduct or a criminal act that can be punishable up to and including imprisonment in the State of Maryland.

119. A false accusation of criminal conduct is considered to have presumed damages due to the malicious nature of the accusations themselves.

COUNT III

Maryland Common Law Tort

Libel Per Se

120. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 119 of this Complaint with the same effect as through fully set forth herein.

121. Ms. Midkiff posted defamatory statement regarding Mr. Hadel signing away his legal rights to his children on a public Facebook page which has thousands of members, not including Mr. Hadel.

122. Ms. Midkiff's defamatory statement regarding Mr. Hadel signing away his legal rights to his children is patently false.

123. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel signing away his legal rights to his children came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

124. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

125. Ms. Midkiff's comment regarding Mr. Hadel signing away his legal rights to his children is an accusation of moral turpitude.

126. A false accusation of moral turpitude is considered to have presumed damages due to the malicious nature of the accusations themselves.

COUNT IV

Maryland Common Law Tort

Libel Per Se

127. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 126 of this Complaint with the same effect as through fully set forth herein.

128. Ms. Midkiff posted defamatory statement regarding Mr. Hadel engaging in unknown illegal and criminal activity on a public Facebook page which has thousands of members, not including Mr. Hadel.

129. Ms. Midkiff's defamatory statement regarding Mr. Hadel engaging in unknown illegal and criminal activity is patently false.

130. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel engaging in unknown illegal and criminal activity came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

131. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

132. Ms. Midkiff's comment regarding Mr. Hadel engaging in unknown illegal and criminal activity is an accusation of criminal conduct or a criminal act that can be punishable up to and including imprisonment in the State of Maryland.

133. A false accusation of criminal conduct is considered to have presumed damages due to the malicious nature of the accusations themselves.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff BLAKE HADEL prays that judgment be entered in his favor and against Defendant KYLEIGH MIDKIFF, for compensatory damages, punitive damages, court costs and such other relief as this Court deems just and equitable.

DEAMND FOR JURY TRIAL

Plaintiff BLAKE HADEL demands a jury trial pursuant to Maryland Rule 2-235.

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

BLAKE HADEL

Respectfully Submitted,

Blake Hadel
4050 Beach Rd.
Dundalk MD, 21222
Pro Se Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Blake Hadel

Pro Se Plaintiff

BLAKE HADEL,	*	IN THE CIRCUIT COURT
4050 Beach Road	*	FOR
Dundalk, MD 21222	*	CARROLL COUNTY
Plaintiff	*	
	*	
V.	*	
KYLEIGH MIDKIFF,	*	
2841 Cedarhurst Road	*	
Finksburg, MD 21048	*	
	*	
Defendant	*	Case No.: C-06-CV-24-000259
	*	

MOTION TO DISMISS PLANTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

Now comes Defendant, KYLEIGH MIDKIFF, pro se, hereby files this respectfully requesting this Honorable Court to DISMISS, pursuant to Maryland Rule 2-322 (b), the Complaint and Demand for Jury Trial to which requests that this Honorable Court. In support of her Motion to Dismiss, Defendant states as follows:

1. On July 9th, 2024, Plaintiff, BLAKE HADEL, filed a Complaint in the above-captioned matter, requesting that this court have a jury trial for compensatory damages, punitive damages, court costs, and such other relief be given based off defamatory statements.
2. The request that this Honorable Court have a jury trial be dismissed pursuant to Md. Rule 2-322(b) for failure to state a claim upon which relief can be granted.
3. Specifically, Plaintiff has failed to allege damages that have been done as well as state an actual defamatory statement that was published on a public forum.
4. Plaintiff has failed to state present dates on these allegations of defamatory statements published on a public forum.
5. The attached Memorandum of Facts and Law is incorporated by reference, pursuant to Md. Rule 2-322 (b).

FILED AUG 5 2024

REQUEST FOR HEARING

Defendant respectfully request a hearing on the foregoing Motion to Dismiss, pursuant to Md. Rule 2-322(b)

WHEREFORE, Defendant respectfully requests this Honorable Court:

A. Grant the foregoing Motion to Dismiss Defendants claim
B. Dismiss the Plaintiffs Complaint for Jury Trial
C. Grant any other relief for the Defendant at this time

Respectfully Submitted,

Kyleigh Midkiff

July 29, 2024

Kyleigh Midkiff, Defendant

2841 Cedarhurst Road

Finksburg, MD 21048

Exhibit 1

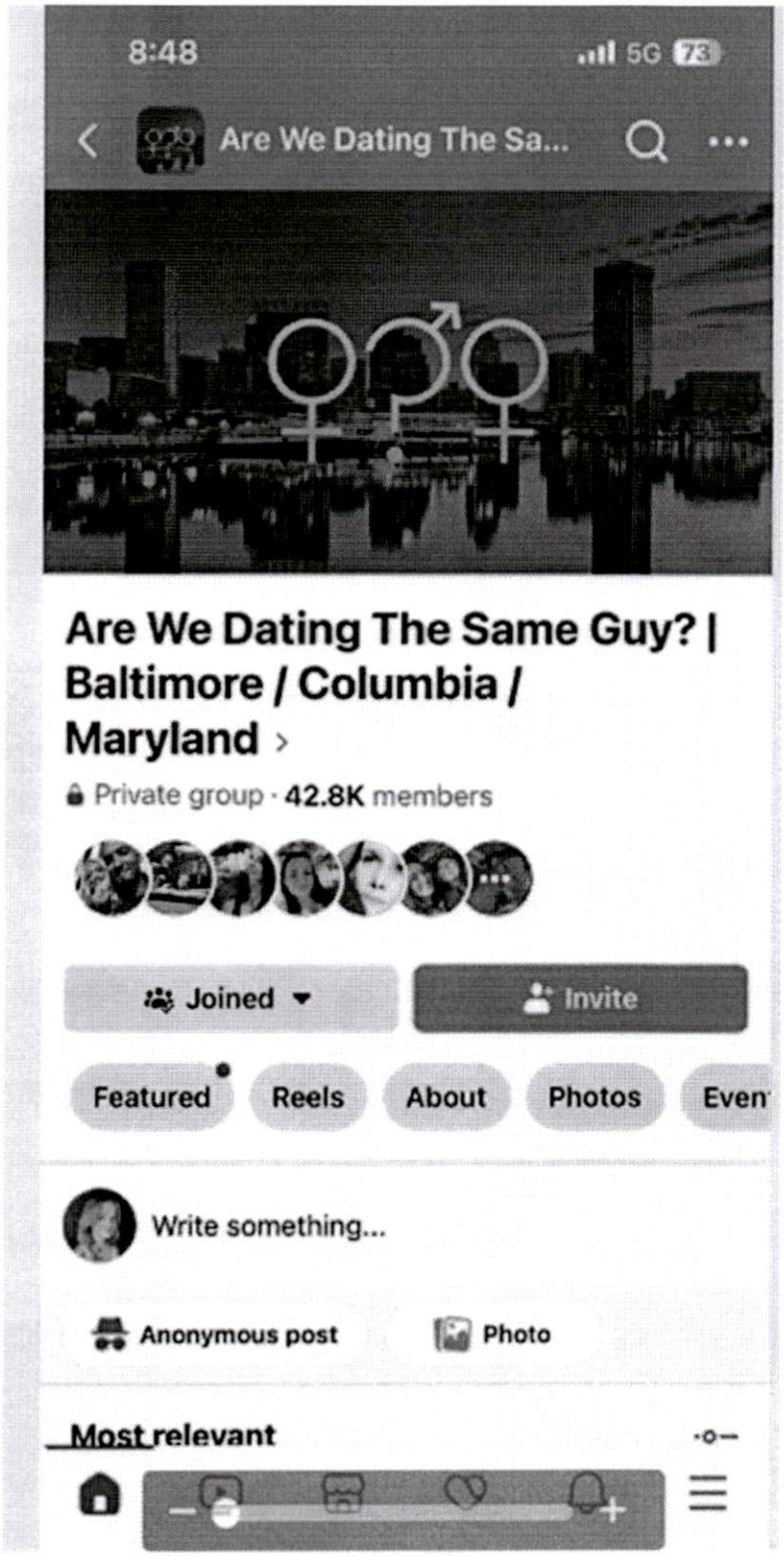

8:48
5G
Are We Dating The Sa...
Are We Dating The Same Guy? | Baltimore / Columbia / Maryland ›
Private group · 42.8K members
Joined
Invite
Featured
Reels
About
Photos
Even
Write something...
Anonymous post
Photo
Most relevant

Exhibit 2

6:41
Photo
Done
Are We Dating The Same Guy? | Baltimore / Columbia / Maryland
Group member · 8h ·
Veronica Valle
haha i just saw him out tonight. he was with a lady. he knows me and she was not happy we acknowledged each other
7h Like Reply 1
Abby Siever
Sent me wayyy too many unsolicited 🍆 pics. Had to block lol
1h Like Reply
Abby Siever
He had my friend on his boat last summer and told her she could put her expensive sandal heels in a "safe place".. then he wouldn't give them back? said she had to sleep with him if she wanted her shoes back lmfao. He also has a kid which is fine but he talks quite disrespectfully about the mom.
1h Like Reply
Joy Drew
Abby Siever talking disrespectfully about an ex is always a red flag IMO.
1h Like Reply
Abby Siever
Joy Drew agreed!!!
1h Like Reply

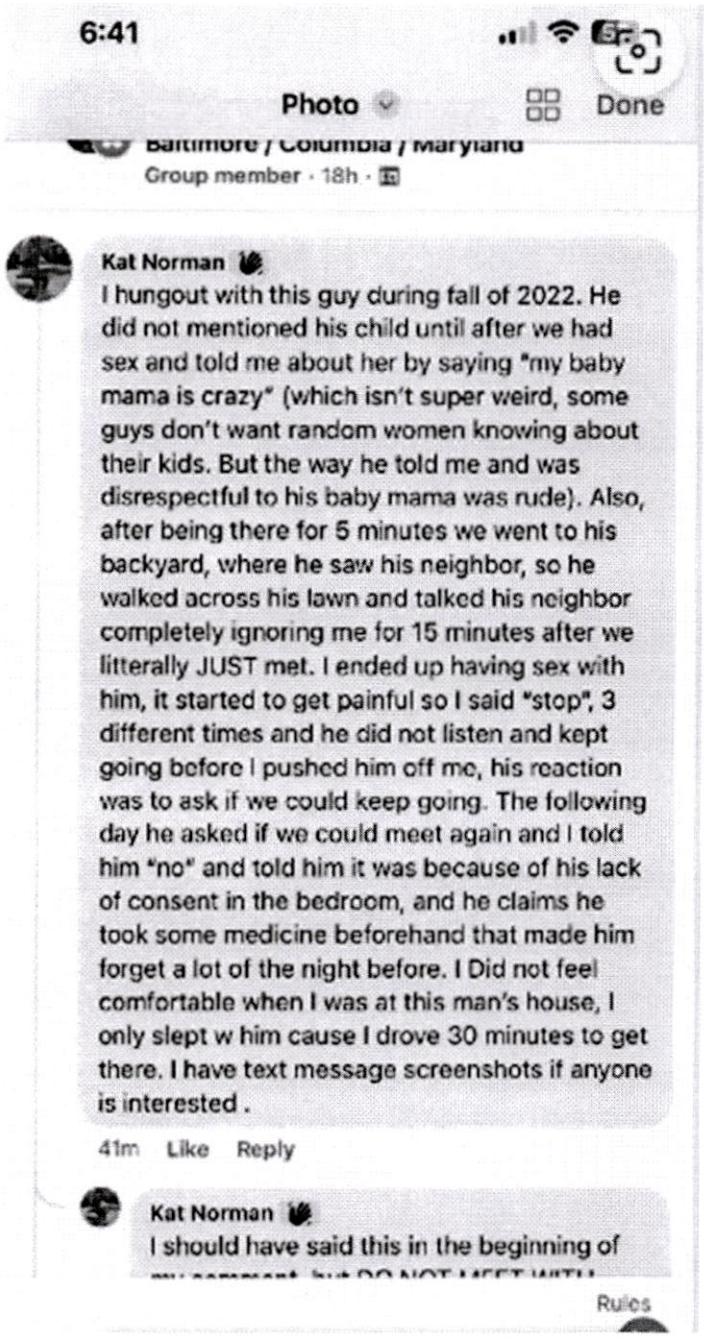
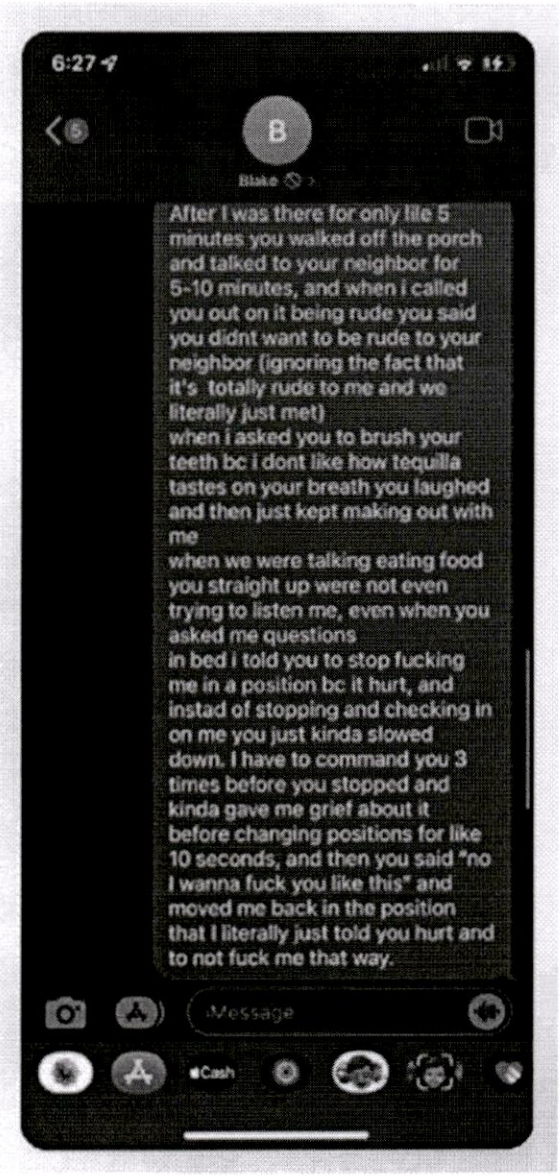
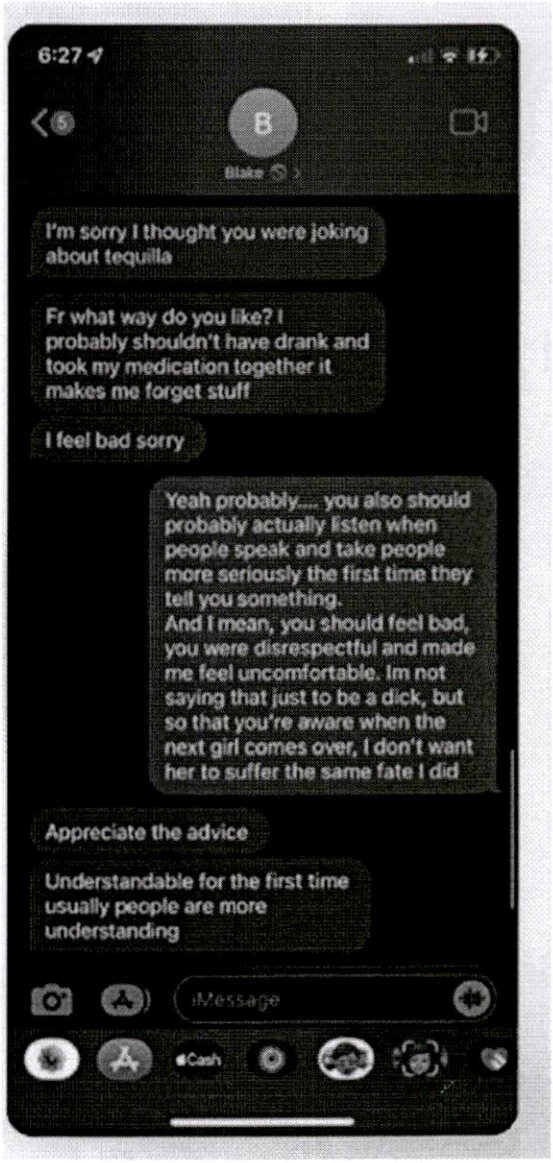

6:41
Photo
Done
Baltimore / Columbia / Maryland
Group member · 18h ·
Kat Norman
I hungout with this guy during fall of 2022. He did not mentioned his child until after we had sex and told me about her by saying "my baby mama is crazy" (which isn't super weird, some guys don't want random women knowing about their kids. But the way he told me and was disrespectful to his baby mama was rude). Also, after being there for 5 minutes we went to his backyard, where he saw his neighbor, so he walked across his lawn and talked his neighbor completely ignoring me for 15 minutes after we litterally JUST met. I ended up having sex with him, it started to get painful so I said "stop", 3 different times and he did not listen and kept going before I pushed him off me, his reaction was to ask if we could keep going. The following day he asked if we could meet again and I told him "no" and told him it was because of his lack of consent in the bedroom, and he claims he took some medicine beforehand that made him forget a lot of the night before. I Did not feel comfortable when I was at this man's house, I only slept w him cause I drove 30 minutes to get there. I have text message screenshots if anyone is interested .
41m Like Reply
Kat Norman
I should have said this in the beginning of
Rules

Exhibit 3


6:27
B
Blake
After I was there for only like 5 minutes you walked off the porch and talked to your neighbor for 5-10 minutes, and when i called you out on it being rude you said you didnt want to be rude to your neighbor (ignoring the fact that it's totally rude to me and we literally just met)
when i asked you to brush your teeth bc i dont like how tequilla tastes on your breath you laughed and then just kept making out with me
when we were talking eating food you straight up were not even trying to listen me, even when you asked me questions
in bed i told you to stop fucking me in a position bc it hurt, and instad of stopping and checking in on me you just kinda slowed down. I have to command you 3 times before you stopped and kinda gave me grief about it before changing positions for like 10 seconds, and then you said "no I wanna fuck you like this" and moved me back in the position that I literally just told you hurt and to not fuck me that way.
iMessage
Cash


6:27
B
Blake
I'm sorry I thought you were joking about tequilla
Fr what way do you like? I probably shouldn't have drank and took my medication together it makes me forget stuff
I feel bad sorry
Yeah probably.... you also should probably actually listen when people speak and take people more seriously the first time they tell you something.
And I mean, you should feel bad, you were disrespectful and made me feel uncomfortable. Im not saying that just to be a dick, but so that you're aware when the next girl comes over, I don't want her to suffer the same fate I did
Appreciate the advice
Understandable for the first time usually people are more understanding
iMessage
Cash

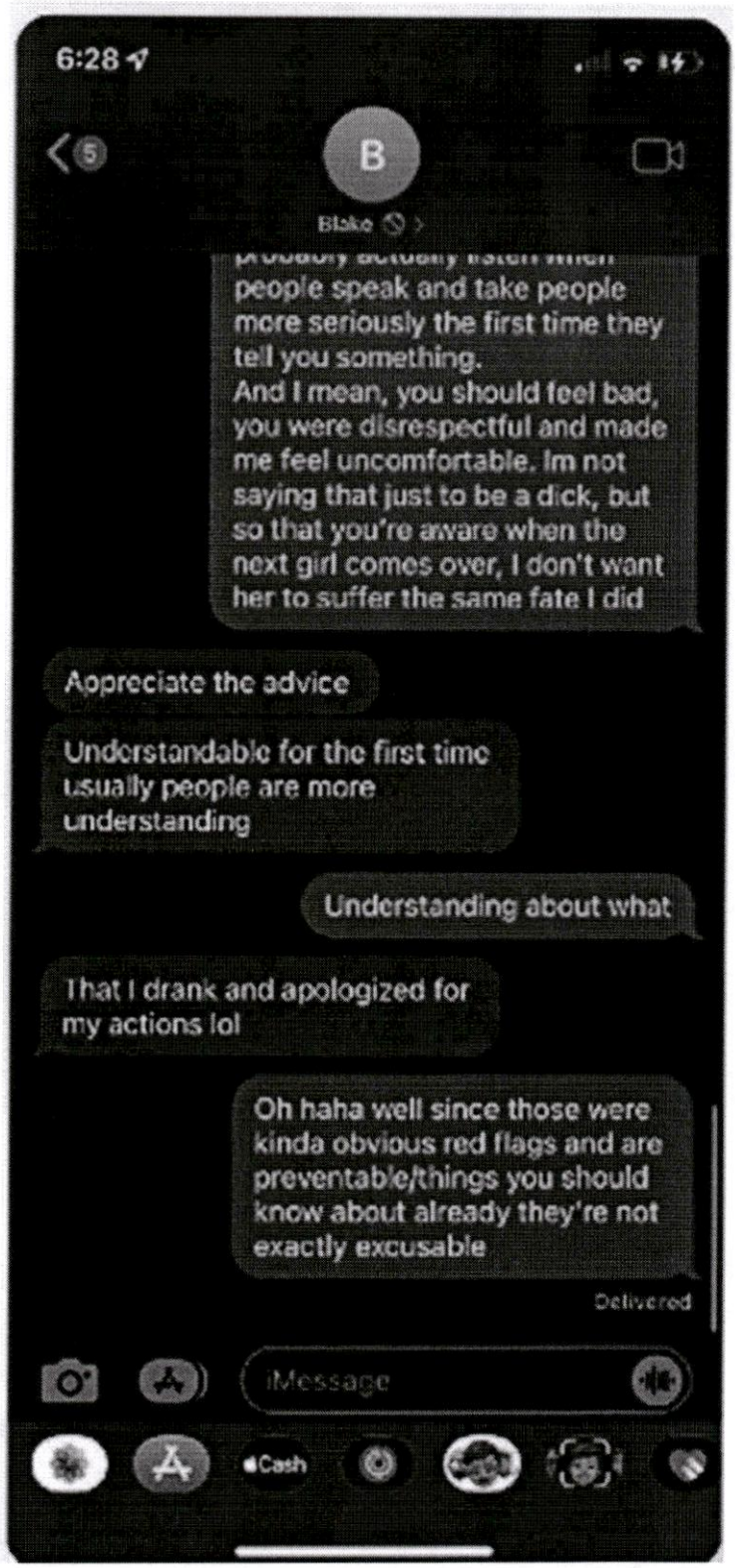

6:28
B
Blake
people speak and take people more seriously the first time they tell you something.
And I mean, you should feel bad, you were disrespectful and made me feel uncomfortable. Im not saying that just to be a dick, but so that you're aware when the next girl comes over, I don't want her to suffer the same fate I did
Appreciate the advice
Understandable for the first time usually people are more understanding
Understanding about what
That I drank and apologized for my actions lol
Oh haha well since those were kinda obvious red flags and are preventable/things you should know about already they're not exactly excusable
Delivered
iMessage
Cash

Exhibit 4

E-SERVED Baltimore County Circuit Court 5/13/2024 10:02 AM System SystemEnvelope:16414508
E-FILED; Baltimore County Circuit Court
Envelope: 16414508

MEGHAN MAGGIO
Plaintiff

v.

BLAKE HADEL
Defendant

* IN THE
* CIRCUIT COURT
* OF MARYLAND FOR
* BALTIMORE COUNTY
* CASE NO.: C-03-FM-22-005009

* * * * * * * * * * * * *

STIPULATION AGREEMENT/VOLUNTARY DISMISSAL/CONSENT ORDER

Now comes the Defendant, Blake Hadel, by and through his attorney Sarah Spitalnick, Esquire, and Plaintiff, Meghan Maggio, by and through her attorney, W. Bradley Bauhof, Esquire, and respectfully requests this Court to file their Agreement and voluntarily dismiss this matter based on their Consent and in support thereof states:

1. That the litigants herein are the biological parents of one minor child, namely, Sofia Lynn Hadel, born March 11, 2021.

2. That prior hereto the Defendant filed his Petition to Modify Child Custody, and thereafter the Plaintiff retained counsel and filed responsive pleadings.

3. That the Plaintiff, through her attorney, entered into negotiations and discussions with Defendant's counsel, which has resulted in an agreement between the Parties.

4. That after consulting with counsel and considering all the appropriate factors, the Defendant has elected to terminate his parental rights with the minor child. Both Parties believe that the same is in the best interest of the child.

5. That Defendant covenants and agrees that he will execute the appropriate Consent to Adoption when/if he is called upon to do so.

6. That Defendant covenants and agrees that he will execute the appropriate Consent to Name Change for the minor child when/if called upon to do so.

7. That Defendant is aware that the termination of parental rights terminates completely his right to custody, guardianship, access to, visitation with, and inheritance from the

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minor child.

8. That Plaintiff understands and agrees that in consideration of Defendant terminating his parental rights, his responsibilities to pay child support are hereby terminated.

9. That Plaintiff has stipulated that she will not deny access and/or visitation to the Defendant's mother, Brenda Hopka-Hadel, the minor child's biological paternal grandmother.

10. That Defendant will continue to carry the minor child on his health insurance until January 2025 when the Plaintiff can transfer the minor child to her health insurance.

11. Both parties have agreed that in the entry of this Order, that Defendant will dismiss his Civil suit, No. C-13-CV-24-000309, against Plaintiff.

12. Under the circumstances set forth above, the Defendant hereby requests that his Petition be docketed as voluntarily be dismissed.

13. That both Parties have entered into this Agreement freely and voluntarily, after conferring with counsel and with the intent of settling this litigation for all times.

ORDERED, that the terms of the Parties Agreement hereby are effective as of the date of this Order with the case otherwise being docketed and voluntarily dismissed with the Order remaining in full force and effect by consent of the Parties.

05/10/2024

05/13/2024 12:17:18 PM

Date

Entered: Clerk, Circuit Court for
Baltimore County, MD
May 13, 2024

JUDGE
Circuit Court for Baltimore County

The foregoing Order is approved as to form and content and consented to by the Parties:

Blake Hadel

Sarah Spitalnick, Esquire
CPF: 2311290
23 Walker Avenue, Suite 207,
Pikesville, MD 21208
484-332-0454
sarahspitalnickesq@gmail.com
Attorney for Defendant

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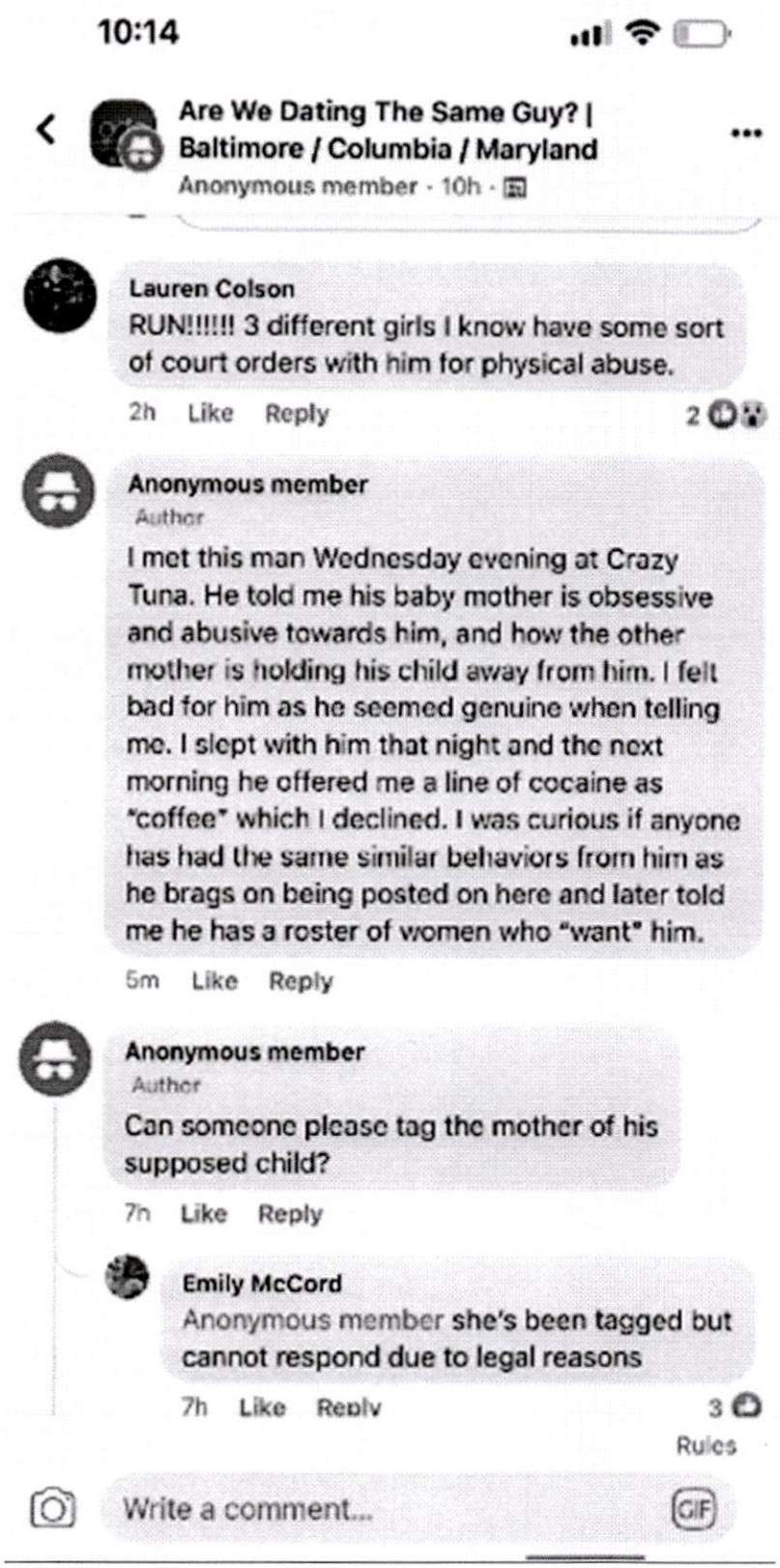
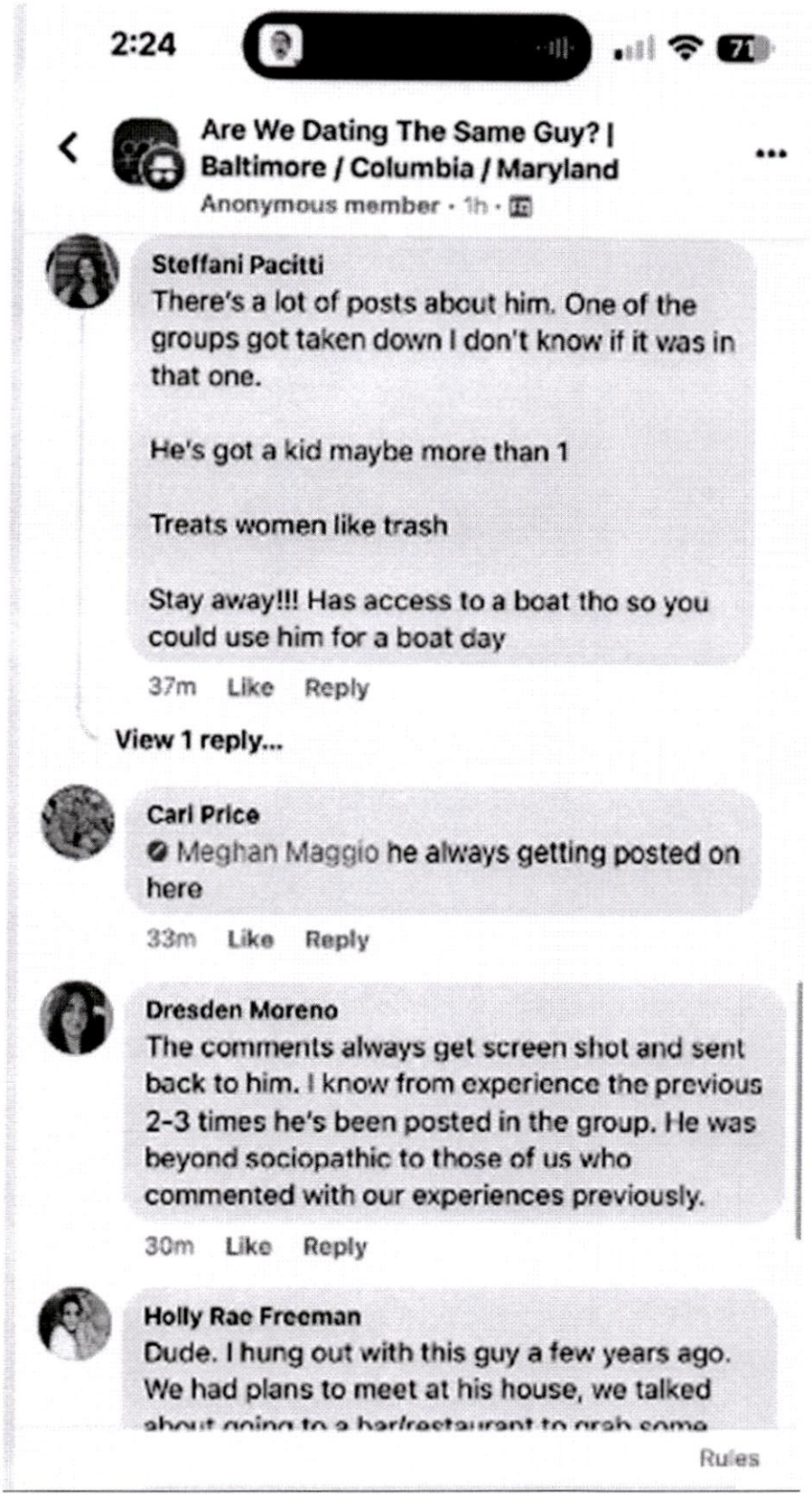
Exhibit 5

Custodial Party Cases
Case Number
Registered Date
Application Number
Submitted Date
Status
Action
Documents
Summary
Payments
Active
Account Summary
Department of
Human Services
Child Support Administration
Print
Hello Meghan Waggle,
Account Summary
Child Support Non Custodia
Case Number
Court Order
Account Type
Account Status
Payment Made by
SSP Amount
Last Payment Amount
Last Payment Date
Current Balance Amount
Frequency of Payments
Monthly
Monthly
Noncustodial Party Cases

Exhibit 6


10:14
Are We Dating The Same Guy? | Baltimore / Columbia / Maryland
Anonymous member · 10h ·
Lauren Colson
RUN!!!!!! 3 different girls I know have some sort of court orders with him for physical abuse.
2h Like Reply 2
Anonymous member
Author
I met this man Wednesday evening at Crazy Tuna. He told me his baby mother is obsessive and abusive towards him, and how the other mother is holding his child away from him. I felt bad for him as he seemed genuine when telling me. I slept with him that night and the next morning he offered me a line of cocaine as "coffee" which I declined. I was curious if anyone has had the same similar behaviors from him as he brags on being posted on here and later told me he has a roster of women who "want" him.
5m Like Reply
Anonymous member
Author
Can someone please tag the mother of his supposed child?
7h Like Reply
Emily McCord
Anonymous member she's been tagged but cannot respond due to legal reasons
7h Like Reply 3
Rules
Write a comment...
GIF


2:24
71
Are We Dating The Same Guy? | Baltimore / Columbia / Maryland
Anonymous member · 1h ·
Steffani Pacitti
There's a lot of posts about him. One of the groups got taken down I don't know if it was in that one.
He's got a kid maybe more than 1
Treats women like trash
Stay away!!! Has access to a boat tho so you could use him for a boat day
37m Like Reply
View 1 reply...
Carl Price
Meghan Maggio he always getting posted on here
33m Like Reply
Dresden Moreno
The comments always get screen shot and sent back to him. I know from experience the previous 2-3 times he's been posted in the group. He was beyond sociopathic to those of us who commented with our experiences previously.
30m Like Reply
Holly Rae Freeman
Dude. I hung out with this guy a few years ago. We had plans to meet at his house, we talked
Rules

2:24

Are We Dating The Same Guy? | Baltimore / Columbia / Maryland

Anonymous member · 1h ·

We had plans to meet at his house, we talked about going to a bar/restaurant to grab some drinks. I get there. Has no plans made for us. I make plans then cuz wtf I just drove almost an hour to see him in Dunkirk (should have known first hand that was the first red flag) We stop the store to grab some food and drink items for the house.
He THEN tries to grab my ass when we get back to the house, I snap at him to not touch me he goes "what it's mine" like no dude I just met you... anyways then goes into his room and lays down in his bed like he's waiting for me to lay down with him.... I'm like... uhhh yeah I gotta go and dipped out then blocked him.
Walking, talking red flag.
He is not a gentleman by ANY means. He is a certified CREEP and is socially... See more

16m Like Reply

Emily McCord
here we go again

RUN!

2m Like Reply

Emily McCord
he royally destroyed one of my best friends lives. RUN!!!!!! i cannot comment further details bc of continuing court issues.

Just now Like Reply

2:24

Are We Dating The Same Guy? | Baltimore / Columbia / Maryland

Anonymous member · 1h ·

Mindi Shirey
Blake Hadel is known for just hooking up with woman and moving onto the next

1h Like Reply 2

Danielle McLain
Literally search his name. You'll find all you need to know.

1h Like Reply 2

View 1 reply...

Brittany Anderson

1h Like Reply 1

View 1 reply...

Carlea Lates

58m Like Reply 1

Jordyn Collins
He is a big walking red flag lol I never been with him but girls I know have....

54m Like Reply 2

Write a reply...

Ashley Rhodes

2:24
Are We Dating The Same Guy? | Baltimore / Columbia / Maryland
Anonymous member · 1h ·
Ashley Rhodes
Walking red flag
54m Like Reply 4
Ashley Rhodes
And I thought he was dating someone but that was a few months ago
54m Like Reply 1
Write a reply...
Cristen Scifo
I matched with him a couple of years ago and made the mistake of accepting his Snapchat friend request... I blocked him later that day after receiving several unsolicited pictures
52m Like Reply 1
Courtney Lemaster
Yeah my friend talked to him for a while and he's on the verge of a psycho. Don't waste your time. He's been posted in this group before.
49m Like Reply 2
Danielle McLain
Sam Marie
45m Like Reply
Sam Marie
Again
Rules

BLAKE HADEL,	*	IN THE
4050 Beach Road	*	CIRCUIT COURT
Dundalk, MD 21222	*	FOR
Plaintiff	*	CARROLL COUNTY
	*	
V.	*	
	*	
KYLEIGH MIDKIFF,	*	
2841 Cedarhurst Lane	*	
Finksburg, MD 21157	*	
Defendant	*	Case No.: C-06-CV-24-000259

****

MEMORANDUM OF FACTS AND LAW IN THE SUPPORT OF DEFENDANT'S COMPLAINT AND DEMAND FOR JURY TRIAL

Now comes Defendant, KYLEIGH MIDKIFF, by and through herself, and submits the following Memorandum of Facts and Law in support of her Motion to Dismiss Plaintiff's Complaint and Demand for Jury Trial.

STATEMENT OF FACTS

1. On July 10th, 2024, KYLEIGH MIDKIFF, defendant, was served the Complaint and Demand for Jury Trial from BLAKE HADEL, Plaintiff in this case.
2. It is stated on page one, number one, that KYLEIGH MIDKIFF, defendant, on July 16, 2024, made defamatory statements on a public social media page falsely accusing Plaintiff, BLAKE HADEL, of committing multiple crimes and falsely accusing Mr. Hadel of actions he never engaged in.

FILED AUG 5 2024

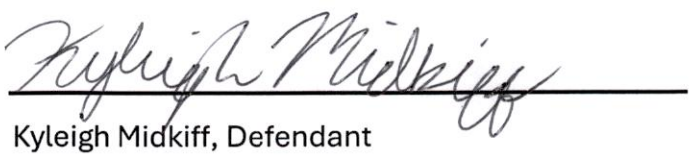
3. Kyleigh Midkiff, defendant, wants to point out that this date mentioned throughout this complaint is a future date (July 16,2024), then when the complaint was written and served. Ms. Midkiff was served on July 10, 2024. The complaint was written on July 9, 2024. The supposed defamatory statements were written on July 16, 2024.
4. Mr. Hadel has stated in his complaint that Ms. Midkiff made defamatory statements of the following: Mr. Hadel sexually assaulting women, Mr. Hadel signed off his rights to his two children due to not being able to afford child support, and Mr. Hadel owing thousands of child support to the mothers of his children.
5. Ms. Midkiff did comment on a post from June 17, 2024.
6. Ms. Midkiff did make comments about Mr. Hadel that were the truth and only but the truth.
7. Ms. Midkiff is friends with Mr. Hadel's child's mother, Meghan Maggio and has been for three years now.
8. Ms. Midkiff did attend several court hearings with Ms. Maggio as support to her friend and as a witness to those cases and statements made by Mr. Hadel.
9. Ms. Midkiff states that this post was posted anonymously by someone, and the page it was posted on online is a private page strictly for women. Mr. Hadel states it is a public page. See Exhibit 1 for the attached page of rules and private status of the page.

10. Ms. Midkiff first comment regarding Mr. Hadel "sexually assaulting women" was a true and accurate statement.
11. Ms. Midkiff saw a comment from a previous female who has met Mr. Hadel one time who posted a comment on the same post from July of 2023 stating she was sexually assaulted by Mr. Hadel. See Exhibit 2.
12. Ms. Midkiff also has several screenshotted text messages between Mr. Hadel and a female where she approaches Mr. Hadel's behavior sexually towards her. See Exhibit 3 for those text messages screenshots.
13. Ms. Midkiff did make a statement about Mr. Hadel signing over his rights to his children, which is a true statement.
14. Ms. Midkiff, who is an aunt to Mr. Hadel's biological child, was involved in Mr. Hadel and Ms. Maggio's custody case where she was able to learn that Mr. Hadel signed over his rights to his biological children. See Exhibit 4 of the consent agreement.
15. Ms. Midkiff final comment of Mr. Hadel owing backdated child support of thousands, is a true and accurate statement.
16. Ms. Midkiff states that she was involved in the custody case as a witness and has physically seen documentation from the Child Support Administration of Mr. Hadel owing "backdated child support". See Exhibit 5 of those documents Ms. Midkiff was able to obtain from Ms. Maggio.
17. Lasty, Ms. Midkiff did make a comment on a post stating, "The next post will be his mug shot". Mr. Hadel's name was not used or posted. This comment was

based solely off a strong opinion that is very possible due to Mr. Hadel's behaviors and choices in his life.

18. Ms. Midkiff knows and has seen evidence of Mr. Hadel using illegal drugs and selling illegal drugs to the public.
19. Ms. Midkiff was actively present when the above drug related incidents were shown in the court rooms for the protective order cases as well as the prior custody hearing from March of 2023.
20. Ms. Midkiff at no time in these post's defamed Mr. Hadel in her comments
21. Ms. Midkiff feels this is a retaliation attack because she is friends with Mr. Hadel's biological child's mother, Ms. Maggio.
22. There are one hundred other comments of awful experiences from other women, but Mr. Hadel chose Ms. Midkiff to attack. See Exhibit 6, of those other comments.
23. At this time Ms. Midkiff has not made a comment that defamed Mr. Hadel in anyway
24. Ms. Midkiff has only stated true and accurate information as well as stated an opinion off Mr. Hadel's life choices.

Respectfully Submitted,



Kyleigh Midkiff, Defendant

July 29, 2024

E-FILED; Carroll Circuit Court
Docket: 8/19/2024 7:00 PM; Submission: 8/19/2024 7:00 PM
Envelope: 17676769

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
Defendant	)	Case No: C-06-CV-24-000259

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

TO THE HONORABLE JUDGE:

Plaintiff, BLAKE HADEL, by and through his counsel Sarah Spitalnick Esq., respectfully opposes Defendant's Motion to Dismiss Plaintiff's Complaint and Demand for Jury Trial and in support states the following:

PRELIMINARY STATEMENT

Plaintiff respectfully opposes the Defendant's Motion to Dismiss Plaintiff's Complaint and Demand for Jury Trial (hereinafter "The Complaint"). Defendant is specifically opposed to Defendants assertion that he did not plead specific damages and that according to Md. Rule 2-322(b)(2) for failure to state a claim which relief can be granted the Complaint should be dismissed. According to *Shapiro v. Massengill,* 105 Md. App. 743, 773-774*,* a Plaintiff does not need to specifically plead damages when the claim is for libel per se. The Court assumes damages for claims of libel per se because the defamatory statement is so egregious that is assumed the Plaintiff was damaged. The Defendant has proffered the defense of truth but has failed to make any showing of how her statements were truthful. The Defendant has not stated any relevant binding law that would support a Motion to Dismiss. In the Defendant's Memorandum of Law and Facts in Support of the Motion to Dismiss, she fails to cite any law

and has titled the pleading incorrectly. The Defendant has also failed to cite the correct MD Rules regarding requesting a hearing or incorporating documents into a pleading. The Defendant has also failed to request the correct relief. The Defendants Motion to Dismiss and Memorandum in Support are patently lacking any law and relief. The Defendant's pleadings are not only legally lacking but are very confusing to where it is unclear what relief the Defendant is requesting of this Court.

For a Plaintiff to prevail in a defamation action where the Plaintiff is a private person and the Defendant is not a public media company, they must prove a defamatory statement, publication of that statement to third party who recognizes the statement as defamatory, falsity, fault by reckless disregard for the truth or fault by actual malice, and harm *Gooch v. Maryland Mechanical Systems, Inc*., 81 Md. App. 376, 391.

When the court reviews a motion to dismiss "a circuit court assumes the truth of the complaint's factual allegations, and any reasonable inferences, in the light most favorable to Mr. Hadel." *Patton v. Wells Fargo Fin. Md., Inc.,* 437 Md. 83, 95, 85 A.3d 167, 173 (2014). Mr. Hadel has plead sufficient factual allegations that constitute a viable cause of action against the Defendant.

For those reasons, the Court should deny the Defendant's Motion to Dismiss Plaintiff's Complaint.

BACKGROUND

Plaintiff, BLAKE HADEL (hereinafter "Plaintiff"), and Defendant, KYLEIGH MIDKIFF (hereinafter "Defendant"), know of each other through Mr. Hadel's child's mother, Meghan Maggio (hereinafter Ms. Maggio). The Plaintiff has met the Defendant under a handful of times, where they have never discussed any details of the Plaintiffs personal life. The Defendant is close

friends with Ms. Maggio and has been for the last three years. The Defendant is also the aunt of Ms. Maggio and the Plaintiffs minor daughter.

Ms. Maggio and the Plaintiff have had an adversarial relationship for the previous four years, mainly due to Ms. Maggio wanting to be in a romantic relationship with the Plaintiff, and the Plaintiff wholly against a romantic relationship. Ms. Maggio and the Plaintiff have had previous court cases regarding their minor child (custody dispute), domestic violence, and an unrelated civil matter. Ms. Maggio has made it clear through social media and her communications with the Plaintiff that she believes him to be a less then honorable and respectable person when she becomes displeased at the Plaintiff. Ms. Maggio has a history of stalking, harassing, defaming, and assaulting the Plaintiff. It is well known Ms. Maggio is extremely negatively biased towards the Plaintiff due to their continuing adversarial relationship and all her previous posts on social media regarding the Plaintiff.

The Defendant and Ms. Maggio have been close friends for over the past three years, where the Defendant has admitted she went with Ms. Maggio to her court related matters with the Plaintiff to support her friend. The Defendant admitted she only knows the Plaintiff through Ms. Maggio, so it can be assumed all her knowledge regarding the Plaintiff, has come directly from Ms. Maggio.

LEGAL STANDARD

Md. Rule 2-322

Pursuant to Md. Rule 2-322(b)(2), "The following defenses may be made by motion to dismiss filed before the answer, if an answer is required:… (2) failure to state a claim upon which relief can be granted,…" Pursuant to Md. Rule 2-322(c) "If, on a motion to dismiss for failure of the pleading to state a claim upon which relief can be granted, matters outside the pleading are

presented to and not excluded by the court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 2-501, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 2-501."

Libel Per Se

When a claim is for libel per se, damages to the Plaintiff's reputation is presumed and the Plaintiff does not need to specifically show or prove their damages *Shapiro v. Massengill*, 105 Md. App. 743, 773-774. Specifically, if the Plaintiff can prove the Defendant made the defamatory statements with actual malice or reckless disregard for the truth, the Plaintiff's "injurious character is a self-evident fact of common knowledge of which the court takes judicial notice and need not be pleaded or proved." *Gooch v. Maryland Mechanical Systems, Inc*., 81 Md. App. 376, 391. *"*[A]s a matter of Maryland law, the presumption of harm to reputation still arises from the publication of words actionable per se. A trier of fact is not constitutionally barred from awarding damages based on that presumption in a constitutional malice case." *Id.*

With regard to the defense of the truth and opinion, for a Defendant to prove truth, they need to show the statement is patently true, and for opinion they have to show a reasonable person would not take the statement as a statement of fact but as opinion or satire *Telnikoff v. Matusevitch*, 347 Md. 561, 595-596. For the defense of truth, the Defendant needs to show that the statement was the truth and how the Defendant came to find the statement was true *Id*. For the defense of opinion, the court have found "that defamatory communications may be based on assertions of fact or opinion. Restatement (Second) of Torts §§ 565, 566 (1977). As the Supreme Court indicated, a false statement of fact cannot escape liability for defamation under the guise of opinion. *Milkovich v. Lorain Journal Co.*, 497 U.S. 1, 18, 111 L. Ed. 2d 1, 110 S. Ct. 2695

(1990). Thus, when an expression of opinion contains implied assertions of underlying objective fact, the statement may be actionable *Samuels v. Tschechtelin*, 135 Md. App. 483, 544. For the Defendant to fend off libel per se assumed damages the Defendant needs to prove that they did not act with actual malice when publishing the statement and that the Defendant did her due diligence to prove the veracity of the statement before publishing it to the public or the statement was true or would not be taken as fact by a third-party *Id*.

ANALYSIS

Plaintiff does not need to plead specific damages for Libel Per Se.

With regard to the Defendants argument referencing that the Plaintiff did not plead damages, the Defendant has failed to differentiate between libel and libel per se. The Plaintiff specifically plead and gave supporting evidence for a cause of action of libel per se, which allows the Plaintiff not to specifically plead how his reputation and character were harmed by the defamatory statement *Gooch v. Maryland Mechanical Systems, Inc*., 81 Md. App. 376, 391. The Plaintiff has plead and gave supporting evidence that the Defendant posted the defamatory statements with malice or at minimum a reckless disregard for the truth. If the Plaintiff pleads malice and/or reckless disregard for the truth regarding the Defendant's defamatory remarks, again the Plaintiff does not need to plead the specific damages and how the statements harmed his reputation and character, the court will take judicial notice of the presumed harmed suffered *Id.*

The Plaintiff has plead libel per se and supporting facts and evidence that support the claims of libel per se, which allows the Plaintiff's claims to move forward without pleading damages and allows the court to take judicial notice of the presumed damages *Id.*

The Defendant has failed to cite any law to support her Motion to Dismiss.

Within the Defendants Memorandum of Law and Fact in Support of the Motion to Dismiss, there is only facts listed, no law or case law was cited that would support the Defendant's Motion

to Dismiss. The Defendant stated, without citations, that the Plaintiff needs to prove his damages, and since he has not plead damages in the Complaint, the Complaint should be dismissed for failure to state a claim which relief can be granted.

The Defendant has stated facts with legal conclusions without citing any relevant/binding/case law. The only law the Defendant states is MD Rule 2-322, which only relates to dismissal of actions that have failed to state a claim in which relief can be granted. The Defendant cites the MD Rule 2-322 when she has attempted to incorporate prior pleadings in her Motion and attempts to request a hearing on her Motion to Dismiss. Not only, is binding law severely lacking in the Motion, but the few cites the Defendant made are insufficient and/or are the incorrect cites. The Defendants Motion to Dismiss is incorporated by reference, pursuant to Md. Rule 2-303(d).

On the basis alone, that the Defendant has not cited any relevant rules or case law that can support her position, her Motion to Dismiss should be denied.

The Defendant has failed to show sufficient proof to show the statements were not defamatory.

The Defendant has admitted she made all the alleged defamatory comments referenced in the Complaint, specifically, (1) the Plaintiff sexually assaulted multiple women, (2) the Plaintiff signed away his legal rights to his children due to not being able to afford child support, (3) that the Plaintiff will be getting arrested, and (4) that the Plaintiff owed thousands of dollars in back child support. The Defendant asserts that even though she made those statements, she only made them due to them being the truth or her opinion. The Defendant attached to her Motion screenshots of the posts in question, screenshots of an alleged conversation between the Plaintiff and a girl named Kat Norman (hereinafter "Ms. Norman"), the Plaintiff and Ms. Maggio's consent order to terminate parental rights, and a screenshot of what the Defendant asserts is Plaintiff's child support

account (the exhibit that the Defendant asserts to be the Plaintiff's child support account is blurry and cannot for fact be determined to be the Plaintiff's child support account).

Specifically with Count I regarding the Plaintiff sexually assaulting multiple women. The Defendant has asserted this statement was the truth because of a post she saw possibly accusing the Plaintiff of sexual misgivings by Ms. Norman and that the Defendant had seen screenshots of an alleged conversation between Ms. Norman and the Plaintiff. Within the social media posts, Ms. Norman, accuses the Plaintiff of sexual assault, but Ms. Norman freely admitted that the Plaintiff was, at the time of the interaction, intoxicated by both sleeping medication and alcohol, while Ms. Norman stated she was sober. On its face, Ms. Normans allegations against the Plaintiff do not raise to a plausible claim of sexual assault for the sole fact that Ms. Norman admits the Plaintiff was intoxicated while she was sober. The Plaintiff, by the Defendant's exhibits, was under the influence, which Ms. Norman was on notice of, and the Plaintiff could not have formed the necessary intent or give consent to any sexual intercourse. Ms. Norman admitted she knew the Plaintiff was under the influence and even stated she only had sexual intercourse with the Plaintiff due to her having driven thirty minutes to the Plaintiff's house. If anything, that post shows, that Ms. Norman took advantage of the Plaintiff while he was under the influence. Any reasonable person would have read that post and found it lacking any substantiated evidence that the Plaintiff was the party in the wrong.

Secondly Ms. Norman's post and the alleged text messages between Ms. Norman and the Plaintiff do not follow a logical and consistent timeline. Specifically, Ms. Norman states she pushed the Plaintiff off of her during sexual intercourse with the Plaintiff, but by her own admissions of the position of both her and the Plaintiff where in it would have been physically impossible for her to push the Plaintiff off of her. Ms. Norman states the Plaintiff was behind her

while she had her behind against the Plaintiff and her head facing away from the Plaintiff, from that position it is physically impossible for her to have "pushed" the Plaintiff off of her. Then Ms. Norman states that she had asked the Plaintiff to slow down because she was in pain, and the Plaintiff fully complied and even asked if they should stop. Ms. Norman continued to sexually engage herself with the Plaintiff, even after it became painful. Ms. Norman stated she did not stop the Plaintiff after that point and continued with the sexual intercourse until they were finished. Any reasonable person reading that post or those text messages, would be given significant doubt to the validity of the interactions and accusations made against the Plaintiff. Further sowing reasonable doubt to the validity of her allegations, Ms. Norman removed her post regarding the Plaintiff soon after she posted it and never made any police reports regarding the incident. Between the text messages and the Facebook post, no reasonable person would take Ms. Normans allegations as creditable because of the immense amount of discrepancies and clear issues with intoxication and consent.

The Defendant has failed to state how she came to be in control over the alleged text messages between the Plaintiff and Ms. Norman. The Defendant never spoke with Ms. Norman nor did Ms. Norman send those text messages to the Defendant. The Defendant has failed to even show any authentication that the text messages attached are between the Plaintiff and Ms. Norman. The text messages in question only show a name at the top of "Blake", nothing else. The text messages also do not follow the Plaintiff's way of speaking or texting. There is no way to even know if these text messages were between the Plaintiff and Ms. Norman, or that the text messages relate to the Plaintiff in anyway. There is no authentication that these messages were even sent or that these are unaltered texts between Ms. Norman and the Plaintiff. Patently, these texts do not prove or show anything due to there being no authentication of them, and the Defendant admitted

she was not sent these messages from either party involved. If anything, the text messages further the sew doubt that Ms. Norman's allegations were false or at minimum needed to be verified to prove the varsity of the claims. The Defendant has not plead or shown that the statement referencing the Plaintiff sexually assaulting multiple women is true or that she did any investigation into the veracity of the statement before she published it to the public. The Defendant has merely asserted the statements were true and attached unverified and unreliable screenshots that do not show the statements were true. The Defendant has failed to cite any binding law to support her argument and legal conclusions.

With regard to Count II, that the Plaintiff owes thousands of dollars in child support. The Defendant has asserted that she made this comment but that it was "the truth and nothing but the truth". The Defendant submitted a document with her Motion to Dismiss that she asserts is a screenshot of the Plaintiff's child support account showing the Plaintiff owing an unspecified amount in child support. The Defendant has proffered no other evidence or proof that the Plaintiff owed thousands of dollars in child support besides the blurry image that cannot be read and her own statement. The Defendant has failed to produce any evidence to prove the truth of her statement or any evidence of her investigation into the statement before publishing it to the public. The Defendant failed to cite binding law to support her argument and legal conclusions.

With regard to Count III, that the Plaintiff signed away his parental rights due to not being able to afford child support. The Defendant has proffered the Plaintiff and Ms. Maggio's Consent Order to Termination Parental Rights (hereinafter "Consent Order") as evidence that the statement regarding the Plaintiff signing away his parental rights to his children due to not being able to afford child support, and her interactions with. Ms. Maggio during the Plaintiff and Ms. Maggio's custody battle. The Defendant has failed to prove the truth of the statement as a whole, specifically

the defamatory aspect of the statement. The Plaintiff does not assert the mere statement he signed his parental rights away was defamatory, it was the allegation he did so because he could not afford child support. The Consent Order specifically states that the Plaintiff elected to sign his parental rights away due to it being within the best interest of the child, nowhere in the Consent Order does it state the Plaintiff did so because he could not afford child support. At no point during any court hearing regarding Ms. Maggio and the Plaintiffs custody dispute or domestic violence matter did the Plaintiff ever state he signed his rights away due to not being able to afford child support. The Consent Order nor the relevant court hearings prove the defamatory statement is truthful, thus again the Defendant has failed to provide any evidence or binding law that would prove truthfulness of the statement or that this claim should be dismissed due to the statement being truthful.

With regard to Count IV, that the Plaintiff will have his mug shot posted soon because of the Plaintiff engaging in illegal activity. The Defendant asserts that this allegation was merely her opinion and that it was based on the truth. The Defendant asserts that through her being at the court hearings for the Plaintiff and Ms. Maggio's custody matter and their domestic violence matter she became aware of the Plaintiff engaging and selling illegal drugs. The Defendant states that she saw proof of the Plaintiff engaging in illegal activity during these hearings and that she witnessed the Plaintiff "selling drugs". Yet again, the Defendant has proffered no evidence to support this claim was the truth besides her own statements. The Defendant also failed to provide any proof the statement was her opinion and not stated as fact. Without any binding law being cited and no actual proof being shown the statements were truthful or just her opinion, this count cannot be dually dismissed.

The Defendant has misstated and misconstrued the facts while failing to address the correct facts relating to the Plaintiff's claims (public page, did not sue anyone but her, and statements were facts).

The Defendant states that the Complaint incorrectly described the Facebook page "Are We Dating the Same Guy?" as a public page, that the Plaintiff's only suing her and not the other girls that posted on the Facebook page was retaliatory, and that in the comments the Defendant posted she never mentioned the Plaintiff by name.

First, the Defendant has failed to understand the meaning of a "public" page as referenced in the Complaint. When the Plaintiff asserted the Facebook page is public, he meant that the page is open to the public, as in many unknown persons to the Defendant and Plaintiff could read the Defendants comments other than the Plaintiff. For a claim for defamation, one of the key elements is that the Defendant published the statement to a third party that is not the Plaintiff *Samuels v. Tschechtelin*, 135 Md. App. 483, 544. The Defendant, admittedly so, published the statements on a Facebook page that many third parties, besides the Plaintiff, could and did see the comment, so for purposes here the Facebook page is public. To further show publication, multiple third parties commented on the Defendants statement addressing her defamatory statements. The term public page in this context merely relates to the Facebook page in question being open to multiple persons that are not the Plaintiff. The semantic of the term public page is irrelevant to this case due to the element of publication only referees to the Defendant publishing the defamatory statement to any person not the Plaintiff, which the Defendant readily admitted *Id.*

Secondly, the Defendant alleges that the Plaintiff choosing to only sue her and no other girls that made negative comments on the above referenced Facebook page regarding the Plaintiff proves he is retaliating against the Defendant specifically because she is friends with Ms. Maggio.

The Defendant fails to understand the difference between an opinion and fact and that the Defendant posted her defamatory statements with her named attached to it, unlike a lot of comments made that were done anonymously. Many other girls that had posted negative comments about the Plaintiff either wrote them as an opinion, not of fact or they did not accuse the Plaintiff of crimes or actions involving moral turpitude. The Defendant was also one of the very few girls to comment on all the relevant posts regarding the Plaintiff. Unlike many of the other comments the girls have posted regarding the Plaintiff, the Defendant showed she was determined to defame the Plaintiff and that she would continue defaming the Plaintiff if she was given the chance. The Defendant has failed to see how her comments were stated as fact and accused the Plaintiff of serious crimes while many other comments were opinions or posted anonymously.

The Plaintiff did not file this suit out of retaliation for the Defendant's friendship with Ms. Maggio, the Plaintiff filed this suit due to the Defendant defaming the Plaintiffs reputation and character by accusing him of crimes and actions involving moral turpitude. The Defendant is merely accusing the Plaintiff of filing this suit based on retaliation so that she could allude the consequences of her defamatory statements. The Plaintiff filed this suit solely because the Defendant has shown her disregard for the truth and her determination to defame the Plaintiff at any chance she gets.

The Defendant has also failed to show any evidence that she did her due diligence to investigate the veracity of her statements before publishing them. The Defendant has stated that she knew the truth of her statements directly and only through Ms. Maggio. Ms. Maggio has a documented adversarial history with the Plaintiff, where Ms. Maggio has been shown to not be able to address anything concerning the Plaintiff without a negative bias. The Defendant is close friends with Ms. Maggio and is aware of Ms. Maggio's negative bias towards the Plaintiff. The Defendant had a

duty to investigate everything she learned about the Plaintiff through Ms. Maggio due to Ms. Maggio being unable to be unbiased when it comes to the Plaintiff. With the Defendant on clear notice that Ms. Maggio has a negative bias towards the Plaintiff, she had a duty to verify Ms. Maggio's statements before publishing them to the public. The Defendant failed to investigate any allegation Ms. Maggio told to the Defendant before she published them to the public. The Defendant's sole intent on publishing the defamatory comments was to defame the Plaintiff's character and reputation with no regard for the truth or damage they could cause.

Lastly, the Defendant has attempted to argue that since she did not name the Plaintiff by his name, then she can't be held liable for the comments. The Defendant does not have to specifically state the Plaintiff's name to be held liable for the defamatory comment. The standard is that a reasonable third person would be able to easily identify who the defamatory comment was about Hearst Corp. v. Hughes, 297 Md. 112, 120. Here, the Defendants defamatory comments were published on a post only regarding the Plaintiff. Any reasonable third-party would know the Defendants comments were about the Plaintiff.

The Defendant has admitted she posted all the defamatory comments named in the Complaint, the Defendant failed to proffer any evidence or proof that the defamatory comments are true or merely her opinion, and the Defendant has failed to show any evidence or proof that she did her due diligence to investigate the veracity of her statements before publishing them to the public. The Defendant also failed to cite any relevant or binding law to support any of her assertions or legal conclusions. Due to the all above reasons, the Defendants Motion to Dismiss should be DENIED.

CONCLUSION

WHEREFORE, for the foregoing reasons, the Plaintiff respectfully requests that this Court:

A. DENY the Defendant's Motion to Dismiss.

B. GRANT the Plaintiff any other such relief the Court deems proper.

Respectfully Submitted,

Sarah Spitalnick

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of August 2024, a true and correct copy of the foregoing Opposition to Defendants' Motion to Dismiss and Proposed Order was sent via MDEC and mail to:

Kyleigh Midkiff
2841 Cedarhurst Lane
Finksburg, MD 21157
Pro se Defendant

Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Plaintiff

Blake Hadel, Plaintiff v. Kyleigh Midkiff, Defendant	IN THE CIRCUIT COURT FOR CARROLL COUNTY **Case No. C-06-CV-24-000259**

ORDER SETTING HEARING

WHEREAS, Plaintiff filed a Complaint in the above-captioned matter on July 9, 2024; and

WHEREAS, Defendant filed a Motion to Dismiss Plaintiff's Complaint and Demand for Jury Trial on August 5, 2024, wherein she requests a hearing on the Motion to Dismiss, pursuant to Maryland Rule 2-322(b); and

WHEREAS, Plaintiff filed a Response in Opposition to Defendant's Motion to Dismiss (and Request for Hearing) on August 19, 2024, wherein he requests the Defendant's Motion to Dismiss be Denied.

NOW THEREFORE, it is, by the Circuit Court for Carroll County, Maryland:

ORDERED, that a Hearing be set on Defendants' Motion and Plaintiff's Response on

September 27, 2024 @:45 am

08/23/2024 8:19:48 AM
DATE

JUDGE MARIA L. OESTERREICHER
Circuit Court for Carroll County

Entered: Clerk, Circuit Court for
Carroll County, MD
August 23, 2024

E-FILED; Carroll Circuit Court
Docket: 9/24/2024 4:29 PM; Submission: 9/24/2024 4:29 PM
Envelope: 18144616

Deficient per Rule 20-203(d). Unless corrected, not a valid pleading or paper

☐ CIRCUIT COURT ☐ DISTRICT COURT OF MARYLAND FOR Carroll County
City/County

Located at 55 N. Court Street Westminster MD 21157 Case No. C06CV24000259
Court Address

STATE OF MARYLAND
OR

Blake Hadel	vs.	Kyleigh Midkiff
Name		Name
4050 Beach Road		2841 Cedarhurst Road
Address		Address
Dundalk Maryland 21222		Finksburg Maryland 21048
City, State, Zip		City, State, Zip

MOTION FOR CONTINUANCE / POSTPONEMENT

I, Kyleigh Midkiff ,
Name

move that the court grant a continuance / postponement of the proceeding listed below:

Type of proceeding: Hearing/Motion to Dismiss

Currently scheduled date and time: September 27,2024 at 8:45am

for the following reasons: My key witness in this case is not available to attend now due to training at her work that she is not able to get off from. As she is a huge part in this original petition, I would like her to attend.

For these reasons, I request the court continue / postpone the proceeding referenced above.
I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

09/24/2024 — Date
Kyleigh Midkiff — Signature
Attorney Number
Kyleigh Midkiff — Printed Name
443-440-2163 — Telephone Number
2841 Cedarhurst Road — Address
Fax
Finksburg Maryland 21048 — City, State, Zip
E-mail

CERTIFICATE OF SERVICE

I certify that I served a copy of this motion, upon the following party or parties by ☒ mailing first-class mail, postage prepaid ☐ hand delivery, on 09/25/2024 to:
Date

Sarah Spitalnick	23 Walker Avenue Suite 207
Name	Address
	Pikesville MD 21208
	City, State, Zip
Name	Address
	City, State, Zip
Date	Signature of Party Serving

ORDER

It is ORDERED:
☐ the relief requested be GRANTED.
☐ the motion is DENIED.
Comments:

Date — Judge — ID Number

CC-DC-070 (Rev. 07/2021)

Reset

Scanned with CamScanner

E-FILED; Carroll Circuit Court
Docket: 8/19/2024 7:00 PM; Submission: 8/19/2024 7:00 PM
Envelope: 17676769

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
Defendant	)	Case No: C-06-CV-24-000259

LINE OF APPEARANCE

Please enter the appearance of Sarah Spitalnick Esq. as counsel for the Plaintiff in the above captioned matter.

Respectfully Submitted,

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
CPF: 23112901
sarahspitalnickesq@gmail.com
Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 9/25/2024 12:27 PM; Submission: 9/25/2024 12:27 PM
Envelope: 18156746

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
Defendant	)	Case No: C-06-CV-24-000259

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO POSTPONE

TO THE HONORABLE JUDGE:

Plaintiff, BLAKE HADEL, by and through his counsel Sarah Spitalnick Esq., respectfully opposes Defendant's Motion to Postpone and in support states the following:

1. On or about July 9, 2024, Plaintiff filed his Complaint and Demand for Jury trial.
2. On or about August 5, 2024, Defendant filed a Motion to Dismiss, Memorandum of Law and Facts, and Request for a Hearing.
3. On or about August 19, 2024, Plaintiff filed his Opposition to the Defendant's Motion to Dismiss.
4. On or about August 23, 2024, the Court scheduled a hearing on the Defendant's Motion to Dismiss for September 27, 2024.
5. On or about September 24, 2024, Defendant filed a Motion to Postpone.
6. Defendant stated in her Motion to Postpone the reason for the postponement is due to her "key" witness not being available to attend the hearing.
7. According to MD Rule 2-311, a hearing on a Motion is only to argue what has been plead in the written motion, no outside evidence or witnesses can be brought in.

8. Hearings on Motions to Dismiss are only to allow the parties to orally argue their Motion to Dismiss and their Opposition to the Motion to Dismiss. Parties cannot bring in new evidence or any witnesses during these hearings.
9. The Defendant had her opportunity to plead her facts and arguments in her Motion to Dismiss and attach any witness statements she believed would be helpful to her Motion to Dismiss. The Defendant failed to attach any witness statements to support her Motion to Dismiss.
10. The Defendant has failed to state any good cause for a postponement, as her witness's availability has no bearing on the hearing on her Motion to Dismiss.
11. The Plaintiff has already prepared for the hearing, taken off from work, and changed his schedule so that he could be at the hearing. The Plaintiff would be prejudiced by a postponement, especially with only a two-day notice of postponement.
12. The Defendant has known the date and time of the hearing since August 23, 2024, yet she filed for postponement three days before the hearing without good cause shown.

WHEREFORE, for the foregoing reasons, the Plaintiff respectfully requests that this Court DENY the Defendant's Motion to Postpone.

Respectfully submitted,

/s/ Sarah Spitalnick
Sarah Spitalnick Esq.
23 Walker Ave, Suite 207
Baltimore, MD 21208
(484) 332-0454
SarahSpitalnickesq@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 25th day of September 2024 a copy of the foregoing Opposition to Defendant's Motion to Postpone was sent via priority mail to:

Kyleigh Midkiff
2841 Cedarhurst Rd.
Finksburg MD, 21048

/s/ Sarah Spitalnick
Sarah Spitalnick

BLAKE HADEL, Plaintiff v. **KYLEIGH MIDKIFF,** Defendant	IN THE CIRCUIT COURT FOR CARROLL COUNTY **Case No. C-06-CV-24-000259**

ORDER

Upon consideration of Defendant's Motion to Dismiss Plaintiff's Complaint filed August 5, 2024, Plaintiff's Response thereto filed August 19, 2024, and the hearing conducted by the Court on September 27, 2024, it is, by the Circuit Court for Carroll County, Maryland

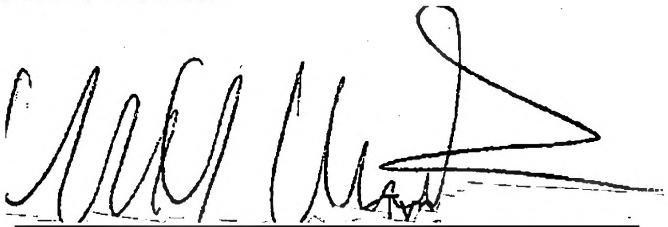
ORDERED, that the Defendant's Motion to Dismiss is **DENIED** in part and **DEFERRED** in part; and it is further

ORDERED, that the Defendant's Motion to Dismiss as it relates to the truth of the statements at issue in this matter is **DENIED**. The truth of statements are issues of fact, not law. In ruling on a motion to dismiss for failure to state a claim, the Court is not to make factual findings. *O'Brien & Gere Engineers, Inc. v. City of Salisbury*, 222 Md. App. 492, (2015); and it is further;

ORDERED, that ruling on the Defendant's Motion to Dismiss as it relates to correcting the typographical errors of the dates in the Complaint is **DEFERRED** for a period of fifteen (15) days from the date of this Order; and it is further

ORDERED, that Plaintiff has fifteen (15) days in which to file an Amended Complaint correcting the typographical errors related to the dates in the Complaint; and it is further;

ORDERED that the Plaintiff's failure to file an Amended Complaint within fifteen (15) days of this Order will result in granting the Defendant's Motion to Dismiss.



09/30/2024 10:02:51 AM
DATE

JUDGE MARIA L. OESTERREICHER
Circuit Court for Carroll County

Entered: Clerk, Circuit Court for
Carroll County, MD
October 1, 2024

E-FILED; Carroll Circuit Court
Docket: 10/1/2024 5:29 PM; Submission: 10/1/2024 5:29 PM
Envelope: 18247627

BLAKE HADEL, *Plaintiff*, v. KYLEIGH MIDKIFF *Defendant*,	)	IN THE CIRCUIT COURT FOR CAROLL COUNTY CASE NO: C-06-CV-24-000259

FIRST AMENDED COMPLAINT

Plaintiff, BLAKE HADEL, by and through his counsel Sarah Spitalnick Esq., hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF ACTION

1. On or about June 16, 2024, and July 25, 2023, Defendant, KYLEIGH MIDKIFF (hereinafter "Defendant" or "Ms. Midkiff") made defamatory statements on a public social media page falsely accusing Plaintiff, BLAKE HADEL, (hereinafter "Plaintiff" or "Mr. Hadel") of committing multiple crimes and falsely accuses Mr. Hadel of actions he never engaged in.

2. Ms. Midkiff accused Mr. Hadel of sexually assaulting multiple women, owing thousands of dollars in child support, engaging in unknown illegal or criminal conduct, and signing his legal rights to his children away due to not being able to afford child support on a Facebook public page.

3. Mr. Hadel has never sexually assaulted any woman.

4. Mr. Hadel, at that time and presently, did not owe thousands of dollars of child support.

5. Mr. Hadel has not engaged in criminal activity in or around the time of the defamatory posts.

6. Mr. Hadel did not sign his rights away to his children due to not being able to afford child support.

7. Mr. Hadel seeks an award from this court for compensatory damages, punitive damages, and court costs.

PARTIES

8. Plaintiff, BLAKE HADEL, is a resident of the State of Maryland.

9. Defendant, KYLEIGH MIDKIFF, is a resident of the State of Maryland.

JURISDICTION AND VENUE

10. Jurisdiction is proper pursuant to Md. Code Ann., Code; Jud. Proc. § 1-501 and § 6-102, because Ms. Midkiff resides in Maryland.

11. Venue is proper pursuant to § 6-201 because Ms. Midkiff resides in Carroll County.

FACTS

June 16, 2024, Post

12. On or about June 16, 2024, an unknown person posted a photo of Mr. Hadel with the caption “Blake. Tea or red flag?”.

13. The term “Tea” is a synonym for information.

14. The term “red flag” refers to negative information.

15. The unknown author of the post posted Mr. Hadel's photo to ask the Facebook group "Are We Dating The Same Guy? /Baltimore/Columbia/Maryland" if other members knew anything negative or positive about Mr. Hadel.

16. On or about June 16, 2024, Ms. Midkiff commented on the unknown persons post regarding Mr. Hadel stating that "[Mr. Hadel] he's also been posted here several times because he has SA'd [Sexually Assaulted/Abused] multiple women."

17. "SA" is a commonly known shorthand for sexual assault or sexual abuse.

18. Mr. Hadel has never sexually assaulted any women and Mr. Hadel has never been brough up on sexual assault charges or have been indicted on sexual abuse charges.

19. Ms. Midkiff directly stated, as fact, that Mr. Hadel sexually assaulted/abused multiple women and due to that he has been posted on this specific group multiple times.

20. Ms. Midkiff's statement was not one of opinion, but of fact.

21. Ms. Midkiff's statement is patently false.

22. Ms. Midkiff does not have first-hand knowledge of Mr. Hadel or his romantic interactions with women.

23. Ms. Midkiff has accused Mr. Hadel of a serious crime, a crime that could be punishable up to and including imprisonment.

24. On or about June 16, 2024, Ms. Midkiff commented on the above referenced unknown persons post regarding Mr. Hadel stating that "[Mr. Hadel] he's a disgusting excuse for a human being. He signed off his rights to both of his kids (2 different moms) because he can't afford child support, stay far away."

25. Mr. Hadel did not sign off his rights to his children due to not being able to afford child support.

26. Ms. Midkiff directly stated, as fact, that Mr. Hadel signed away his legal rights to his children due to not being able to afford child support.

27. Ms. Midkiff statement was not one of opinion, but of fact.

28. Ms. Midkiff statement is patently false.

29. Ms. Midkiff does not have first-hand knowledge of Mr. Hadel's legal custody matters.

30. Ms. Midkiff directly states Mr. Hadel is "disguising excuse for a human being". Ms. Midkiff is showing her hatred of Mr. Hadel, whom she barely knows and has had little to no actual interactions with.

31. Ms. Midkiff's accusation that Mr. Hadel would sign his legal rights to his children away because he couldn't afford child support, is accusing Mr. Hadel of an action considered to be of moral turpitude.

July 25, 2023, Post

32. On or about July 25, 2023, another unknown person posted a photo of Mr. Hadel with the caption "Blake. Tea or red flag?".

33. The term "Tea" is a synonym for information.

34. The term "red flag" refers to negative information.

35. The unknown author of the post posted Mr. Hadel's photo to ask the Facebook group "Are We Dating The Same Guy? /Baltimore/Columbia/Maryland" if other members knew anything negative or positive about Mr. Hadel.

36. Ms. Midkiff commented on the unknown persons post regarding Mr. Hadel, "[Mr. Hadel] his ass owes thousands of dollars in child support. The next picture that gets posted of him will be a mugshot."

37. Mr. Hadel, at that time and presently, did not owe thousands of dollars in child support.

38. Ms. Midkiff stated, as fact, that Mr. Hadel owed thousands of dollars in back child support.

39. Ms. Midkiff's statement was one of fact, not opinion.

40. Ms. Midkiff's statement is patently false.

41. Ms. Midkiff does not have first-hand knowledge of Mr. Hadel's custody and financial information.

42. Ms. Midkiff's statements could have led to criminal prosecution of Mr. Hadel, with punishment of up to and including imprisonment.

43. Ms. Midkiff also accuses Mr. Hadel, in the above referenced post, of actively engaging in criminal conduct.

44. Ms. Midkiff specifically stated that "the next post will be his [Mr. Hadel] mug shot". That statement can only be interpreted as Ms. Midkiff asserting, she knows Mr. Hadel is actively engaging in criminal conduct that will lead to his arrest.

45. Ms. Midkiff stated as fact, that Mr. Hadel was going to be arrested and his mug shot will be posted on the group.

46. Ms. Midkiff's statement is one of fact, not opinion.

47. Ms. Midkiff's statement is patently false.

48. Ms. Midkiff has no first-hand knowledge of Mr. Hadel's actions and what he does in his personal time.

49. Ms. Midkiff is directly accusing Mr. Hadel of engaging in unknown illegal activity and criminal conduct.

50. Ms. Midkiff directly states Mr. Hadel mug shot will be posted, obviously alluding to the fact the unknown illegal activity Mr. Hadel is conducting will result in Mr. Hadel being imprisoned.

Ms. Midkiff's Knowledge and Interaction with Mr. Hadel

51. Ms. Midkiff only knows of Mr. Hadel through her close friend Meghan Maggio (hereinafter "Ms. Maggio").

52. Ms. Maggio is the mother of Mr. Hadel's daughter.

53. Ms. Midkiff and Ms. Maggio have been close friends for the past two (2) years.

54. Ms. Maggio has known and closely interacted with Mr. Hadel for the past four (4) years.

55. Ms. Midkiff has only spoken to Mr. Hadel on two or three occasions, where nothing personal about Mr. Hadel's life was ever discussed.

56. All Ms. Midkiff's information and knowledge of Mr. Hadel comes directly from Ms. Maggio.

57. Ms. Maggio has an extensive and documented history of stalking, harassing, and tormenting Mr. Hadel due to Mr. Hadel refusing to be in a romantic relationship with her.

58. Mr. Hadel has filed to gain a protective order against Ms. Maggio multiple times due to her constant and relentless harassment and stalking of Mr. Hadel.

59. Ms. Maggio also has a documented history of encouraging and/or colluding with her friends to post about Mr. Hadel in a negative light, harass and stalk Mr. Hadel, and harass and stalk Mr. Hadel's friends and family in an attempt to intimidated Mr. Hadel's and everyone in Mr. Hadel's life.

60. On one recent occasion, Ms. Maggio colluded with Ms. Midkiff to cyber stalk one of Mr. Hadel's attorneys so that Ms. Maggio could stalk whom she believed was behind Mr. Hadel filing to reopen their custody dispute and/or filing legal actions against Ms. Maggio.

61. Ms. Maggio's stalking and harassment of Mr. Hadel and his loved ones has been ongoing since 2021, Ms. Midkiff's collusion with Ms. Maggio to stalk and harass Mr. Hadel and his loved ones has been ongoing since 2022.

62. Regarding the defamatory posts, in the public Facebook group where Ms. Midkiff commented her defamatory statements are within a group that Ms. Maggio has been banned from for violating the groups rules.

63. After Ms. Maggio was banned from the group, she colluded with Ms. Midkiff to have Ms. Midkiff comment and post defamatory statements regarding Mr. Hadel to further Ms. Maggio's goal of intimidating everyone in Mr. Hadel's life.

64. It is unknown what Ms. Maggio has stated to Ms. Midkiff regarding Mr. Hadel, but Ms. Midkiff has done nothing to verify anything Ms. Maggio has told her nor has Ms. Midkiff made any attempts to determine if what she posts on behalf of Ms. Maggio were truthful or not.

65. As with Ms. Maggio, Ms. Midkiff has a blatant indifference to the validity and truthfulness of her statements regarding Mr. Hadel, Ms. Midkiff's sole intention was to defame Mr. Hadel in any means she deemed necessary to further Ms. Maggio goal of harassing and tormenting Mr. Hadel.

66. On one occasion in late 2023 and early 2024, Ms. Midkiff was present for the Protective Order Hearing and Appeal Hearing where Meghan Maggio was the respondent and Mr. Hadel was the petitioner.

67. Ms. Midkiff accompanied Ms. Maggio to the hearing, not because she was directly involved, but to show her support for her friend.

68. Ms. Midkiff has shown her loyalty to Ms. Maggio, in regard to defaming Mr. Hadel, throughout the last year or so. Ms. Midkiff has been ready and willing to do whatever Ms. Maggio believes is necessary to harm Mr. Hadel's reputation.

69. Since Ms. Midkiff has been friends with Ms. Maggio, she has had almost no direct interactions with Mr. Hadel to where she would know Mr. Hadel's personal romantic life, his financial status, or his intentions on why he behaves the way he does.

70. Ms. Midkiff has no social or direct connections to Mr. Hadel, except through Ms. Maggio.

71. Ms. Maggio has shown that she resents Mr. Hadel for not being in a romantic relationship with her, and that she will go to any lengths, legal or illegal, to punish Mr. Hadel.

72. Ms. Midkiff has shown she is willing to hate Mr. Hadel with Ms. Maggio, even though she has no first-hand experience with Mr. Hadel. Ms. Midkiff is more than willing to believe anything she is told regarding Mr. Hadel, without any verification, and then in turn spread those defamatory assertions without care.

Mr. Hadel's Background Regarding the Defamatory statements.

73. Mr. Hadel is an average late twenties early thirties single man. Mr. Hadel has a reputation of being a competent businessman and an overall socially active person in the community.

74. Mr. Hadel is not a person that would ever sexually assault/abuse or attack any women in a sexual manor.

75. Mr. Hadel does not have a criminal record, or any record of sexually assaulting/abusing anyone.

76. Mr. Hadel is a respected person in his community and does not have a reputation for sexually attacking anyone.

77. Mr. Hadel understands the importance of consent and fully respects a women's right to say no and be heard.

78. Mr. Hadel has never been indicted, charged, or found guilty/liable for sexual assault/abuse.

79. Accusing Mr. Hadel of sexual assault/abuse to thousands of women not only defames Mr. Hadel's personal reputation but also his professional reputation since he is a small business owner.

80. Mr. Hadel never signed his legal rights to his children away due to not being able to afford the child support payments.

81. Mr. Hadel did in fact sign away his legal rights to his two (2) children, but he did not do so due to not being able to afford child support.

82. Mr. Hadel had been engaged in ongoing custody disputes with both the mothers of his children, where no ending was in sight.

83. Mr. Hadel filed reopen both his custody disputes in later 2023 and early 2024, to attempt at resolving the custody disputes.

84. In both custody disputes, the mothers requested that Mr. Hadel sign his legal rights away to his children to close the custody disputes for good.

85. Mr. Hadel agreed to sign his rights away to his children because both he and the mothers believed that that would be in the best interest of the minor children.

86. Within both Mr. Hadel's petitions he filed in late 2023 and early 2024, he stated the reasoning for reopening the custody matters was to gain shared custody of the minor children.

87. It was only when both mothers, including Ms. Maggio, requested Mr. Hadel to sign his rights away, did he elect to do so.

88. Within Mr. Hadel's custody dispute with Ms. Maggio, Ms. Maggio was the party to bring up Mr. Hadel signing his legal rights away, and she did so so that Mr. Hadel would dismiss an unrelated civil action against her.

89. Mr. Hadel did have trouble always keeping up with his child support payments, due to mainly Ms. Maggio gaining unreasonably high child support against him, but Mr. Hadel was able to afford reasonable child support.

90. Mr. Hadel intended on reevaluating child support when he field to re-open both his custody matters so that he could afford his child support.

91. Mr. Hadel never stated he could not afford child support as a whole, just that he could not afford the unreasonably high child support Ms. Maggio gained against him.

92. Again, Ms. Maggio may have informed Ms. Midkiff Mr. Hadel signed his legal rights to his children away due to not affording child support, but Ms. Midkiff did nothing to verify the truthfulness of that accusation and chose to post that defamatory remark to a public Facebook page without any verification.

93. Mr. Hadel was never behind on child support payments by thousands of dollars.

94. Mr. Hadel was court ordered to pay child support for both his children.

95. The child support for his son was a reasonable amount consented to by both him and the mother, but the child support for his daughter, with Ms. Maggio, was unreasonably high.

96. Mr. Hadel did struggle at some points to keep up with his child support, but at no point did he owe thousands of dollars due to a blatant disregard for the obligation.

97. For Mr. Hadel's daughter with Ms. Maggio, he was not even aware of the child support obligation until almost two (2) months after the order was put into effect due to Ms. Maggio deceiving Mr. Hadel. Ms. Maggio was well aware Mr. Hadel was unaware of his child support obligations for some time, yet still asserted he was not paying due to a blatant disregard for the obligation.

98. Again, Ms. Midkiff took Ms. Maggio on her word that Mr. Hadel owed thousands of dollars in back child support without doing anything to verify the truthfulness of Ms. Maggio's assertions before posting her defamatory statement.

99. Ms. Midkiff has shown she either has a complete and utter malicious disregard for the truth or knows her statements are patently false and maliciously posts them anyways in furtherance of her collusion with Ms. Maggio to ruin Mr. Hadel's reputation and character to the public.

100. Ms. Midkiff has commented on every post regarding Mr. Hadel, and every one of her comments contain a defamatory statement regarding Mr. Hadel.

101. Ms. Midkiff has no regard for the damage her defamatory comments can and have caused to Mr. Hadel, and she has shown she will continue to defame Mr. Hadel if she is not held to the consequences of her actions.

102. Ms. Midkiff does not believe there are any consequences for posting endless defamatory statements regarding Mr. Hadel.

103. Ms. Midkiff not only comments her defamatory statements but she interreacts with other people commenting and viewing so that they are aware of her defamatory accusation against Mr. Hadel.

104. Ms. Midkiff has shown through her defamatory comments, she harbors a blind hatred of Mr. Hadel, a person she barely even knows or has ever interacted with and will continue to defame Mr. Hadel's reputation and character to further her blind hatred of Mr. Hadel.

105. There is no doubt Ms. Midkiff will continue to defame Mr. Hadel's character and reputation to the public, as she has made defamatory comments spanning over a year.

CAUSES OF ACTION

COUNT I

Maryland Common Law Tort

Libel Per Se

106. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 105 of this Complaint with the same effect as through fully set forth herein.

107. Ms. Midkiff posted defamatory statement regarding Mr. Hadel sexually assaulting/abusing multiple women on a public Facebook page which has thousands of members, not including Mr. Hadel.

108. Ms. Midkiff's defamatory statement regarding Mr. Hadel sexually assaulting/abusing women is patently false.

109. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel sexually assaulting/abusing

multiple women came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

110. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

111. Ms. Midkiff's comment regarding Mr. Hadel sexually assaulting/abusing multiple women is an accusation of criminal conduct or a criminal act that can be punishable up to and including imprisonment in the State of Maryland.

112. A false accusation of criminal conduct is considered to have presumed damages due to the malicious nature of the accusations themselves.

COUNT II

Maryland Common Law Tort

Libel Per Se

113. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 112 of this Complaint with the same effect as through fully set forth herein.

114. Ms. Midkiff posted defamatory statement regarding Mr. Hadel owing thousands of dollars in child support on a public Facebook page which has thousands of members, not including Mr. Hadel.

115. Ms. Midkiff's defamatory statement regarding Mr. Hadel owing thousands of dollars in child support is patently false.

116. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel owing thousands of dollars in child support came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

117. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

118. Ms. Midkiff's comment regarding Mr. Hadel owing thousands of dollars in child support is an accusation of criminal conduct or a criminal act that can be punishable up to and including imprisonment in the State of Maryland.

119. A false accusation of criminal conduct is considered to have presumed damages due to the malicious nature of the accusations themselves.

COUNT III

Maryland Common Law Tort

Libel Per Se

120. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 119 of this Complaint with the same effect as through fully set forth herein.

121. Ms. Midkiff posted defamatory statement regarding Mr. Hadel signing away his legal rights to his children on a public Facebook page which has thousands of members, not including Mr. Hadel.

122. Ms. Midkiff's defamatory statement regarding Mr. Hadel signing away his legal rights to his children is patently false.

123. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel signing away his legal rights to his children came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

124. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

125. Ms. Midkiff's comment regarding Mr. Hadel signing away his legal rights to his children is an accusation of moral turpitude.

126. A false accusation of moral turpitude is considered to have presumed damages due to the malicious nature of the accusations themselves.

COUNT IV

Maryland Common Law Tort

Libel Per Se

127. Mr. Hadel realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 126 of this Complaint with the same effect as through fully set forth herein.

128. Ms. Midkiff posted defamatory statement regarding Mr. Hadel engaging in unknown illegal and criminal activity on a public Facebook page which has thousands of members, not including Mr. Hadel.

129. Ms. Midkiff's defamatory statement regarding Mr. Hadel engaging in unknown illegal and criminal activity is patently false.

130. Ms. Midkiff was the person who wrote and posted the defamatory comment in the Facebook group. The defamatory comment regarding Mr. Hadel engaging in unknown illegal and criminal activity came from Kyleigh Midkiff's Facebook account. There is no question that Ms. Midkiff has sole ownership of any and all statements made from her personal Facebook account.

131. Ms. Midkiff's defamatory statement was posted with malice, Ms. Midkiff never even attempted to verify the veracity and truthfulness of her statement before she posted it to the public, her sole intention was to defame Mr. Hadel and collude with Ms. Maggio to ruin and tarnish Mr. Hadel's personal and professional reputation and character.

132. Ms. Midkiff's comment regarding Mr. Hadel engaging in unknown illegal and criminal activity is an accusation of criminal conduct or a criminal act that can be punishable up to and including imprisonment in the State of Maryland.

133. A false accusation of criminal conduct is considered to have presumed damages due to the malicious nature of the accusations themselves.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff BLAKE HADEL prays that judgment be entered in his favor and against Defendant KYLEIGH MIDKIFF, for compensatory damages, punitive damages, court costs, attorneys' fees, and such other relief as this Court deems just and equitable.

DEAMND FOR JURY TRIAL

Plaintiff BLAKE HADEL demands a jury trial pursuant to Maryland Rule 2-235.

Respectfully Submitted,

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
23 Walker Ave. Suite 207
Pikesville MD, 21208
Tel.484.332.0454
CFP: 23112901
sarahspitalnickesq@gmail.com

Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

/s/Sarah Spitalnick
Sarah Spitalnick Esq.

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of October 2024 a copy of the foregoing Plaintiff's First Amended Complaint was sent via MDEC to:

Kyleigh Midkiff
2841 Cedarhurst Rd.
Finksburg MD, 21048

/s/ Sarah Spitalnick
Sarah Spitalnick Esq.

Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 1/13/2025 10:05 AM; Submission: 1/13/2025 10:05 AM
Envelope: 19505263

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
	)	
Defendant	)	Case No: C-06-CV-24-000259

NOTICE TO TAKE DEPOSITION

Plaintiff, BLAKE HADEL, by his attorney, Sarah Spitalnick Esq. pursuant to the Maryland Rules of Civil Procedure, will take the deposition upon oral examination of the below-named person on the date and time and at the location indicated below, or at another mutual agreed upon date, time and location, before a person duly authorized to administer an oath under Maryland law.

The deposition will be recorded via stenographic, audio, and/or videotaped means for the purpose of discovery and/or used as evidence and/or any other purposes permitted by the Maryland Rules of Civil Procedure, including use at trial, and will continue day to day until completed.

Name: Kyleigh Midkiff

Date: 02/13/2025

Time: 1:00pm

Place: Via Zoom or any other virtual means authorized by Maryland Civil Procedure Rules

TAKE NOTICE that on this 13th day of February 2025, via authorized virtual means, commencing at 1:00 p.m., before a Notary Public, or some other officer duly authorized to administer oaths and take depositions, the undersigned, by counsel, will proceed to take the depositions of Kyleigh Midkiff, upon oral examination. This deposition will be used for discovery or as evidence in this action under the Maryland Rules of Procedure. If this deposition is not completed on this day, the deposition will adjourn and will continue on another day until completed.

Dated: January 13, 2025

Respectfully submitted,

/s/ Sarah Spitalnick

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Baltimore Maryland, 21208
Phone: (484) 332-0454
CPF#: 123112901
Counsel for the Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information, or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

/s/ Sarah Spitalnick
Sarah Spitalnick Esq.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of January 2025, a true and correct copy of the foregoing

Notice of Deposition was sent via MDEC to:

William Bradley Bauhof
W. Bradley Bauhof, LLC.
22 North Court St.
Westminster, MD 21157
Counsel for Defendant

/s/ Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 4/1/2025 10:25 AM; Submission: 4/1/2025 10:25 AM
Envelope: 20603110

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
Defendant	)	Case No: C-06-CV-24-000259

DENIED
04/15/2025
RICHARD R. TITUS

PLAINTIFF'S MOTION TO COMPELL

Plaintiff, BLAKE HADEL, by and through his counsel Sarah Spitalnick Esq., respectfully files this Motion to Compel and in support states the following:

1. On or about October 3, 2024, Plaintiff served his First Discovery Requests on the Defendant. *See* Docket 10/03/2024
2. Within the First Discovery Requests, it stated the Defendant had 30 calendar days to respond. *See* Exhibit 1
3. On or about November 3, 2024, the Defendant had failed to respond to the Plaintiffs Discovery Requests.
4. On or about November 6, 2024, the Plaintiff's counsel contacted the Defendants counsel requesting an update on when they will serve the Answers in good faith to resolve the discovery dispute. *See* Exhibit 2
5. The Defendant counsel stated they would have the Answers by November 15, 2024.
6. On or about November 15, 2024, Plaintiffs' counsel again contacted Defendants counsel requesting when the answers will be submitted. *See* Exhibit 2
7. Plaintiff's counsel then consented to the Defendant submitting her Answers by November 18, 2024.

8. The Defendant submitted her Discovery Answers on November 18, 2024.
9. The Plaintiff's counsel sent the Defendant a Discovery Deficiency Letter on or about December 5, 2024.
10. The Deficiency Letter had a response date of December 15, 2024.
11. The Defendant had failed to respond by December 15, 2024.
12. On or about December 16, 2024, Plaintiff's counsel contacted Defendants counsel regarding the failure to respond to the Deficiency Letter in good faith to resolve the discovery dispute. *See* Exhibit 3
13. Plaintiff's counsel consented to an extension to respond to December 27, 2024.
14. The Defendant failed to respond to the Deficiency Letter by December 27, 2024.
15. On or about December 30, 2024, Plaintiff's counsel again contacted Defendants counsel regarding when she will be submitting her response to the Deficiency Letter in good faith to resolve the discovery dispute. *See* Exhibit 3
16. The Defendant submitted her responses on December 31, 2024.
17. Within the Defendants Responses to Plaintiff's First Discovery Request No. 4: "Please provide all communications you had with Meghan Maggio that relate to any of the allegations in the Amended Complaint. Please identify when the communications took place, the purpose, and the substance of those communications." The Defendant responded: "Many conversations between myself and Meghan are held over the phone. I did not keep a record of all of our communications. None at this time, but I will supplement should any become available."

18. Within the Defendants Responses to the Deficiency Letter, Request No. 4: “Please provide all communications you had with Meghan Maggio that relate to any of the allegations in the Amended Complaint. Please identify when the communications took place, the purpose, and the substance of those communications.” The Defendants response to supplement her answer she stated “ I did not keep record of the text messages between myself and Meghan regarding this incident. I had the screenshots I provided because they were screenshots. I did not screenshot Meghan and I’s conversation so I do not have record of it.”
19. As of October 3, 2024, that Defendant was on notice that relevant discoverable material is her electronic communications with Meghan Maggio regarding this matter.
20. As of March 31, 2025, the Defendant has not submitted any communications between herself and Meghan Maggio.
21. On or about February 25, 2025, the Defendant was served with the Plaintiff’s Responses to the Defendants Second Set of Interrogatories.
22. The Plaintiff had not talked about or sent his responses to anyone before his responses were filed. *See* Exhibit 4
23. As of February 25, 2025, at 12:05pm the Defendant was served with the Plaintiff Responses through MDEC. *See* Exhibit 5
24. The Plaintiff’s Responses were not filed on the public docket. *See* Docket at 02/25/2025.

25. As of February 25, 2025, at 12:05pm, the only parties that had access to those documents would be the Plaintiff, Plaintiffs' counsel, the Defendant, and Defendants' counsel.
26. On or about February 15, 2025, at 2:37pm the Plaintiff was contacted by Meghan Maggio where she confronted the Plaintiff about what he wrote in his Responses to the Defendant's Second Set of Interrogatories. *See* Exhibit 4
27. Meghan Maggio then called the Plaintiff and told him the Defendant had sent her the Plaintiffs' Responses. *Id.*
28. Meghan Maggio also told the Plaintiff she was currently at work when she contacted him. *Id.*
29. The only way Meghan Maggio could have obtained the Plaintiff's Responses was directly from the Defendant.
30. The Defendant shared the Plaintiff's Responses through electronic means.
31. According to the Defendants response to Plaintiff's Discovery Request No. 4, if any communication between herself and Meghan Maggio relate to this litigation, she would be supplementing those communications.
32. As of March 31, 2025, the Defendant has yet to send any communications between herself and Meghan Maggio.
33. The Defendant has at minimum communications between herself and Meghan Maggio on or about February 25, 2025, that have not been disclosed. At most, the Defendant has communications with Meghan Maggio relating to this matter as far back as October 3, 2024, that have not been disclosed.

34. Plaintiff's counsel has attempted to resolve this discovery dispute without the Courts intervention, but the Defendant has still failed to adequately respond to the Plaintiff's discovery requests.
35. The Plaintiff had consented to two extensions of time to respond regarding the initial discovery and had consented to two extensions of time to respond regarding the Deficiency Letter, all which were requested and granted after the deadlines had pasted and the Plaintiff was the party to follow up about the responses.
36. Plaintiff had requested these communications on multiple occasions and has given the Defendant ample time to supplement, but the Defendant has shown an ignorance to following the Discovery rules.
37. The closure of Discovery for the above captioned matter is April 18, 2025.
38. The Plaintiff requests that the supplemented communications be submitted to the Plaintiff no later then April 8, 2025, ensuring the Plaintiff has time within the discovery period to supplement if needed based on the documents produced.
39. According to MD Rule 2-432, a party has violated the Rule if they were on notice of evidence requested and inadvertently or intentionally avoided disclosing the evidence or destroyed it.
40. According to MD Rule 2-433, a party has violated the Rule if they inadvertent or intentionally altered or destroyed evidence.
41. If the Defendant violated MD Rule 2-432 and/or 2-433, the Plaintiff respectfully requests sanctions be imposed.
42. These communications go to the heart of the Defendants defense of truth, the Plaintiff has the right to know if/what/when Meghan Maggio and the Defendant spoke about

regarding this matter. As the Defendant has admitted she got the majority of her information regarding the Plaintiff from Meghan Maggio.

43. The Defendant and Meghan Maggio's communications regarding the Plaintiff and this current matter, are very relevant to the Plaintiff's claims, as to whether Meghan Maggio told/continues to tell the Defendant untruthful information about the Plaintiff and this matter. This information goes directly to the malice of the Defendant.
44. An intentional with holding of relevant and (possibly) prejudicial evidence is an egregious violation of the Rules and prejudices the Plaintiff.

WHEREFORE, the Plaintiff, BLAKE HADEL, respectfully requests the Court to GRANT the Plaintiff's Motion to Compel, Compel the Defendant to supplement her communications with Meghan Maggio by April 8, 2025, award Plaintiff his reasonable attorney's fees and costs incurred to file this Motion, and award Plaintiff any other relief justified by the Court.

Respectfully Submitted,

/s/ Sarah Spitalnick
Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com
Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day April 2025, a true and correct copy of the foregoing Motion to Compel was sent via MDEC to counsel of record for the Defendant.

/s/ Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 4/30/2025 9:07 AM; Submission: 4/30/2025 9:07 AM
Envelope: 21001477

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
Defendant	)	Case No: C-06-CV-24-000259

PLAINTIFF'S MOTION FOR SUMMARY JUDGEMENT

TO THE HONORABLE JUDGE:

Plaintiff, BLAKE HADEL, by and through his counsel Sarah Spitalnick Esq., respectfully files this Motion for Summary Judgement and in support states the following:

PRELIMINARY STATEMENT

Plaintiff respectfully submits this Motion for Summary Judgment, demonstrating that no genuine disputes of material fact exist to warrant a trial. Plaintiff asserts four claims of libel per se, each accompanied by actual malice, satisfying the elements of defamation under Maryland law: "(1) that Defendant made a defamatory statement to a third person, (2) that the statement was false, (3) that Defendant was legally at fault in making the statement, and (4) that Plaintiff thereby suffered harm." Indep. Newspapers, Inc. v. Brodie, 407 Md. 415, 441 (2009). Furthermore, when a plaintiff proves a statement is defamatory per se and demonstrates actual malice by clear and convincing evidence, a presumption of harm to reputation arises, allowing a trier of fact to award damages without further proof of injury. Harvey-Jones v. Coronel, 239 Md. App. 145, 155 (2018).

The record establishes that Plaintiff has met his burden on all elements: Defendant published defamatory statements to third parties, the statements are objectively false, Defendant is legally at fault for the publications, Defendant acted with actual malice by either knowing the

statements were false or demonstrating reckless disregard for their truth, and Plaintiff is entitled to presumed damages. Defendant admitted to publishing the statements of her own accord and confirmed her sole verification efforts relied on a biased source—Ms. Meghan Maggio—and unsubstantiated Facebook comments. Defendant's primary defenses—that the statements were true or her opinion—are unsupported by the record. No evidence, beyond Defendant's own assertions, substantiates the truth of her statements, while ample evidence demonstrates their falsity. Additionally, Defendant failed to produce any evidence disputing the statements' falsity or showing reasonable efforts to verify their accuracy prior to publication. Consequently, this matter is ripe for summary judgment as a matter of law, with no material facts in dispute and clear evidence of malice meeting the requisite standard.

For these reasons, and as further elaborated below, the Court should grant Plaintiff's Motion for Summary Judgment.

BACKGROUND

Plaintiff, BLAKE HADEL (hereinafter "Plaintiff"), and Defendant, KYLEIGH MIDKIFF (hereinafter "Defendant"), are acquainted solely through Mr. Hadel's child's mother, Meghan Maggio (hereinafter "Ms. Maggio"). Plaintiff has met Defendant on fewer than five occasions, during which they never discussed details of Plaintiff's personal life. Defendant, a close friend of Ms. Maggio for the past three years, is also the aunt of Ms. Maggio and Plaintiff's minor daughter. (Ex. D Midkiff Depo. 15 at ¶ 11–17 at ¶ 12)

Ms. Maggio and Plaintiff have maintained an adversarial relationship for the past four years, primarily due to Ms. Maggio's desire for a romantic relationship with Plaintiff, which Plaintiff has consistently rejected. (First Amended Complaint "FAC" ¶ 71) The two have been involved in prior court proceedings concerning their minor child (custody dispute), domestic

violence, and an unrelated civil matter. Ms. Maggio has publicly expressed, through social media and communications with Plaintiff, her belief that Plaintiff is dishonorable and unrespectable, particularly when she is displeased with him. Ms. Maggio has a documented history of stalking, harassing, defaming, and assaulting Plaintiff. Her extreme negative bias toward Plaintiff is well-documented through her social media activity and prior interactions. (Midkiff Deposition 36 at ¶ 1–37 at ¶ 11) Defendant acknowledged in her deposition that Ms. Maggio holds a negative opinion of Plaintiff. *Id.*

Defendant and Ms. Maggio have been close friends for over three years, with Defendant admitting she accompanied Ms. Maggio to court proceedings involving Plaintiff to provide support. (Midkiff Deposition 26 at ¶ 13–16 at ¶ 5) Defendant further confirmed she knows Plaintiff only through Ms. Maggio, and most of her knowledge about Plaintiff originates from Ms. Maggio. (Midkiff Deposition 15 at ¶ 7–16 at ¶ 5) Defendant admitted to disliking Plaintiff, describing him as a "disgusting excuse for a human being." (Midkiff Deposition 59 at ¶ 22–60 at ¶ 11) As of March 11, 2025, Defendant has not removed her defamatory comments from the relevant Facebook posts.

UNDISPUTED MATERIAL FACTS

1. Plaintiff and Defendant know each other solely through Ms. Maggio. (Midkiff Deposition 26 at ¶ 13–28 at ¶ 9)
2. Defendant has met Plaintiff in person fewer than five times. *Id.*
3. Defendant and Plaintiff have had fewer than five interactions. *Id.*
4. Plaintiff has never discussed his personal life with Defendant. (Midkiff Deposition 23 at ¶ 6–10)

5. Defendant became aware of Plaintiff in 2022 upon befriending Ms. Maggio. (Midkiff Deposition 26 at ¶ 13–28 at ¶ 9)
6. Defendant has been close friends with Ms. Maggio since 2022. *Id.*
7. Ms. Maggio and Plaintiff have had an ongoing adversarial relationship since 2021. (Blake Affidavit)
8. Ms. Maggio has frequently discussed Plaintiff and her opinions of him with Defendant. (Midkiff Deposition 31 at ¶ 14–18)
9. Ms. Maggio has a history of lying about her relationship with Plaintiff. (Blake Affidavit; Midkiff Deposition 35 at ¶ 16–36 at ¶ 6)
10. Ms. Maggio has not disclosed all details of her relationship with Plaintiff to Defendant. (Midkiff Deposition 108 at ¶ 20–109 at ¶ 13)
11. Defendant is unaware of the full extent of Ms. Maggio's relationship with Plaintiff. *Id.*
12. Defendant believed Ms. Maggio interacted with Plaintiff solely for co-parenting their daughter. (Midkiff Deposition 45 at ¶ 6–46 at ¶ 12)
13. Defendant was unaware that, over the past two years, Ms. Maggio has continued to pursue a romantic relationship or friendship with Plaintiff. (Midkiff Deposition 35 at ¶ 9–36 at ¶ 6)
14. Defendant was unaware, until her deposition, that Ms. Maggio has continued to buy Plaintiff food, assist with appointments, and seek his help. (Midkiff Deposition 45 at ¶ 6–18; Ex. E Hadel Declaration ¶ 5)
15. Defendant obtained all her information about Plaintiff from Ms. Maggio and the Facebook group "Are We Dating the Same Guy? Baltimore/Columbia/Maryland." (Midkiff Deposition 66 at ¶ 6–18)

16. Defendant accepted Ms. Maggio's statements about Plaintiff as true without verification. (Midkiff Deposition 69 at ¶ 3–9)
17. Defendant accepted comments from the Facebook group about Plaintiff as true without verification. (Midkiff Deposition 54 at ¶ 7–54 at ¶ 22)
18. Defendant acknowledges that not all comments on the relevant Facebook page are accurate or truthful. (Midkiff Deposition 69 at ¶ 3–9)
19. Defendant's only activity on the relevant Facebook page was commenting about Plaintiff. (Midkiff Deposition 54 at ¶ 7–10)
20. Defendant has never met Lynnsey Fullano, the mother of Plaintiff's son. (Midkiff Deposition 108 at ¶ 2–3)
21. Defendant learned of Plaintiff's son and Ms. Fullano solely through Ms. Maggio. (Midkiff Deposition 62 at ¶ 2–9)
22. Defendant's only knowledge of Ms. Fullano comes from Ms. Maggio. *Id.*
23. Defendant has never witnessed or interacted with Plaintiff's custody dispute involving Ms. Fullano. *Id.*
24. Defendant has no firsthand knowledge of Plaintiff's custody dispute with Ms. Fullano, including the consent order resolving that matter. *Id.*
25. Defendant sought no verification of her statements, asserting they were her opinion and thus did not require verification. (Midkiff Deposition 97 at ¶ 17–98 at ¶ 7, 31 at ¶ 19–32 at ¶ 2, 69 at ¶ 14–20)
26. Defendant holds a negative opinion of Plaintiff. (Midkiff Deposition 59 at ¶ 22–60 at ¶ 11)
27. Plaintiff has no criminal history. (FAC ¶ 5, 74, 75, 76)
28. Plaintiff has never been charged, convicted, or arrested for sexual assault. *Id.*

29. Plaintiff has never sexually assaulted any person. (Hadel Declaration ¶ 6; FAC ¶ 5, 74, 75, 76)
30. Defendant is unaware of Maryland's criminal statute for sexual assault. (Midkiff Deposition 72 at ¶ 21–73 at ¶ 2)
31. Defendant is unaware of what constitutes sexual assault under Maryland law. *Id.*
32. Plaintiff signed away his parental rights in the best interest of his children. (Ex. A, B)
33. Plaintiff did not sign away his parental rights due to inability to pay child support. *Id.*
34. Plaintiff does not owe thousands of dollars in child support. (Ex. C)
35. Defendant was aware that both mothers of Plaintiff's children requested he sign away his parental rights. (Midkiff Depo. 107 at ¶ 18–108 at ¶ 19)
36. Plaintiff does not engage in illegal activity. (FAC ¶ 5, 74, 75, 76)
37. Defendant never contacted any women on the Facebook group who commented on Plaintiff's picture to verify their postings. (Midkiff Deposition 31 at ¶ 19–31 at ¶ 2)
38. Defendant has never spoken about Plaintiff with anyone who holds a positive opinion of him. (Midkiff Deposition 99 at ¶ 7–100 at ¶ 8)
39. Defendant took no steps to verify statements about Plaintiff made by other women before accepting them as true. (Midkiff Deposition 68 at ¶ 19–69 at ¶ 9)
40. Most women who posted comments about Plaintiff either never met him or are anonymous. (Ex. G)
41. Defendant accused Plaintiff of committing crimes, including sexual assault, perjury, illegal conduct, and violating court orders—all criminal offenses under Maryland law.

LEGAL STANDARD

Summary Judgment

Under Maryland Rule 2-501, summary judgment is appropriate when there is no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law. Keesling v. State, 288 Md. 579, 583 (1980). The Court must view all facts and inferences in the light most favorable to the non-moving party. Knisley v. Keller, 11 Md. App. 269, 272 (1971). To defeat summary judgment, the non-moving party must present admissible evidence creating a genuine issue of material fact. Id. General allegations are insufficient; specific evidence of disputed facts is required to preclude summary judgment. Lynx, Inc. v. Ordnance Prods., Inc., 273 Md. 1, 7 (1974).

Libel Per Se

In a claim for libel per se, damages to Plaintiff's reputation are presumed, and Plaintiff need not specifically prove harm. Shapiro v. Massengill, 105 Md. App. 743, 773–774 (1995). If Plaintiff proves Defendant made defamatory statements with actual malice or reckless disregard for the truth, the injurious nature of the statements is self-evident, requiring no further proof. Gooch v. Maryland Mechanical Systems, Inc., 81 Md. App. 376, 391 (1990). Maryland law recognizes a presumption of harm to reputation from words actionable per se, and a trier of fact may award damages based on this presumption in an actual malice case. Id.

Regarding the defenses of truth and opinion, a defendant asserting truth must demonstrate the statement's veracity with evidence, while an opinion defense requires showing a reasonable person would interpret the statement as opinion or satire, not fact. Telnikoff v. Matusevitch, 347 Md. 561, 595–596 (1996). False statements of fact cannot evade liability by being framed as opinion. Milkovich v. Lorain Journal Co., 497 U.S. 1, 18 (1990). When an opinion implies underlying false facts, it remains actionable. Samuels v. Tschechtelin, 135 Md. App. 483, 544

(2000). To avoid liability for libel per se, a defendant must prove either the absence of actual malice, due diligence in verifying the statement's truth, or that the statement would not be taken as fact by a reasonable third party. *Id.*

ANALYSIS

Plaintiff Has Met His Burden of Satisfying the Elements of Libel Per Se on All Counts

Count III: Allegation of Plaintiff signing away his parental rights because he could not afford child support.

Plaintiff's Consent Orders terminating his parental rights explicitly state the termination was "in the best interest of the minor child." (Ex. A, B) Defendant's statement to the contrary is objectively false. She published this defamatory statement on a public Facebook page, viewed by thousands, directly referencing Plaintiff's photo. Defendant admitted the comment concerned Plaintiff and was made of her own volition. *See generally* Midkiff Depo. Her sole verification effort involved reviewing the Consent Order terminating Plaintiff's rights to his daughter with Ms. Maggio, which she admitted contained no reference to child support issues, instead confirming the termination was in the child's best interest. (Midkiff Deposition 31 at ¶ 19–32 at ¶ 8; 99 at ¶ 14–19) Defendant further admitted she never reviewed the Consent Order for Plaintiff's son with Lynnsey Fullano. (Midkiff Deposition 105 at ¶ 1–106 at ¶ 16)

Under Maryland law, Md. Code Ann., Crim. Law § 9-101, a person commits perjury by willfully making a false statement under oath about a material fact in a court proceeding. Defendant's claim implies Plaintiff committed perjury by stating he signed away his rights in the best interest of his children, when she alleges it was due to inability to pay child support—a crime punishable by up to seven years in prison. The record conclusively shows Defendant's statement is false.

There is no dispute of material fact, and Plaintiff has met his burden on Count III. Summary judgment is proper in Plaintiff's favor on this count.

Count II: Allegation Plaintiff owes thousands of dollars of child support.

Defendant's claim that Plaintiff owes thousands of dollars in child support is objectively false. Plaintiff provided his child support receipt, which shows no such debt, and he is no longer court-ordered to pay child support. (Ex. A, B, C) Defendant produced no evidence during discovery to support her claim. She published this defamatory statement on a public Facebook page, viewed by thousands, directly referencing Plaintiff's photo, and admitted the comment concerned Plaintiff and was made of her own volition. *See generally* Midkiff Depo. Defendant's sole verification was a "receipt" allegedly shown by Ms. Maggio, which she claimed indicated Plaintiff was behind on payments. (Midkiff Deposition 24 at ¶ 20–25 at ¶ 1) However, Defendant failed to produce a legible copy of this receipt or any other supporting evidence.

Under Maryland law, Md. Code Ann., Fam. Law § 10-203, willfully failing to pay court-ordered child support without lawful excuse is a crime punishable by up to three years in prison. Defendant's statement accuses Plaintiff of violating this statute. The record establishes the statement's falsity.

There is no dispute of material fact, and Plaintiff has met his burden on Count II. Summary judgment is proper in Plaintiff's favor on this count.

Count IV: Allegation that Plaintiff engages in illegal activity

Defendant's claim that Plaintiff's mugshot would soon be posted on the Facebook group, implying illegal activity, is objectively false. Plaintiff has no criminal record, and Defendant produced no evidence of illegal activity. She claimed to have witnessed Plaintiff engage in illegal drug use but provided no supporting evidence. Defendant published this defamatory statement on

a public Facebook page, viewed by thousands, directly referencing Plaintiff's photo, and admitted the comment concerned Plaintiff and was made of her own volition. *See generally* Midkiff Depo. Her verification efforts consisted solely of an alleged observation of Plaintiff using drugs and conversations with Ms. Maggio, who has a known bias against Plaintiff. (Midkiff Deposition 29 at ¶ 19–30 at ¶ 8; 55 at ¶ 2–19; 36 at ¶ 1–37 at ¶ 11)

Under Maryland law, Md. Code Ann., Crim. Law § 5-601, possessing or administering a controlled dangerous substance without legal authorization is unlawful, punishable by up to four years in prison. Defendant's statement accuses Plaintiff of violating this statute. The record establishes the statement's falsity.

There is no dispute of material fact, and Plaintiff has met his burden on Count IV. Summary judgment is proper in Plaintiff's favor on this count.

Count I: Allegation Plaintiff sexually assaulted multiple women

Defendant's claim that Plaintiff sexually assaulted multiple women is objectively false. Plaintiff has no criminal record and has never been arrested, charged, or convicted of sexual assault or harassment. Defendant produced no evidence to support her claim, relying solely on unauthenticated Facebook comments and statements from Ms. Maggio. She published this defamatory statement on a public Facebook page, viewed by thousands, directly referencing Plaintiff's photo, and admitted the comment concerned Plaintiff and was made of her own volition. *See generally* Midkiff Depo. Defendant admitted she is unaware of Maryland's criminal statutes on sexual assault and what constitutes sexual assault under the law. (Midkiff Deposition 72 at ¶ 21–73 at ¶ 2)

Defendant submitted a comment by Kat Norman, which states Ms. Norman drove 30 minutes to Plaintiff's house to engage in sexual intercourse while Plaintiff was intoxicated and she

was sober. (Ex. F) Defendant admitted that an intoxicated party cannot form the requisite intent for sexual intercourse, undermining her claim of assault. (Midkiff Deposition 74 at ¶ 6–75 at ¶ 6) Other comments Defendant submitted were from women who either never met Plaintiff or only interacted with him online. (Ex. H; Plaintiff's Responses to Defendant's Second Set of Interrogatories) Defendant's reliance on Ms. Maggio, who has a known bias, and unauthenticated comments does not fulfill her duty to verify such serious allegations. (Midkiff Deposition 99 at ¶ 17–100 at ¶ 1; 66 at ¶ 2–67 at ¶ 7; 108 at ¶ 20–109 at ¶ 13)

Under Maryland law, Md. Code Ann., Crim. Law § 3-303, sexual assault includes engaging in sexual intercourse through force or threat of force without consent, a crime punishable by up to life in prison without parole. Defendant's statement accuses Plaintiff of violating this statute. The record establishes the statement's falsity.

There is no dispute of material fact, and Plaintiff has met his burden on Count I. Summary judgment is proper in Plaintiff's favor on this count.

Plaintiff need not plead specific damages for Libel Per Se.

Under Gooch v. Maryland Mechanical Systems, Inc., if a plaintiff proves malice or reckless disregard for the truth, damages are presumed, and specific proof of harm is not required. 81 Md. App. 376, 391 (1990). Plaintiff has demonstrated at least reckless disregard for the truth. Defendant admitted in her deposition that she took no steps to verify her statements, relying solely on unsubstantiated Facebook comments and Ms. Maggio, a source with a known bias against Plaintiff. (Midkiff Deposition 99 at ¶ 17–100 at ¶ 1) Defendant produced no evidence beyond her own statements to support the truth of her claims or show due diligence in verification. The record contains ample evidence of the statements' falsity, which Defendant could have easily discovered

through minimal inquiry, such as a conversation with Plaintiff or basic research into Maryland criminal statutes.

Defendant has taken no steps to mitigate Plaintiff's damages.

As of March 11, 2025, Defendant's defamatory statements remain on the Facebook page. Despite being on notice of their falsity since at least July 10, 2024, when served with Plaintiff's Complaint, and further through Plaintiff's discovery responses on December 5, 2024, Defendant has taken no action to remove the statements. During her deposition, Defendant was made aware of Ms. Maggio's unreliability as a source, yet she has allowed the statements to remain publicly accessible. This ongoing conduct demonstrates reckless disregard for the truth, both before and after the commencement of this suit, and suggests Defendant will continue to defame Plaintiff absent court intervention.

Plaintiff has shown there is no dispute of material fact.

Plaintiff has proven all elements of libel per se, and the record contains no evidence beyond Defendant's own statements to support the truth of her claims or her efforts to verify them. Defendant admitted to posting the defamatory statements, confirmed they concerned Plaintiff, stated she posted them of her own accord, took no steps to verify their accuracy, and published them to third parties. *See generally* Midkiff Depo. While Defendant did not admit the statements' falsity, the record is replete with admissible evidence proving their objective falsity.

Defendant's attempts to assert truth or opinion as defenses fail. (Midkiff Deposition 99 at ¶ 17–100 at ¶ 1) Ms. Norman's comment does not accuse Plaintiff of sexual assault and instead suggests Plaintiff lacked the capacity to consent. Other comments are either false or from individuals who never met Plaintiff. Plaintiff's child support receipt and Consent Orders disprove

Defendant's claims regarding child support and parental rights. (Ex. A, B, C) Plaintiff's clean criminal record contradicts allegations of illegal activity. Defendant admitted to relying heavily on Ms. Maggio, despite knowing her bias, and failed to verify the information. (Midkiff Deposition 15 at ¶ 18–16 at ¶ 1; 43 at ¶ 22–44 at ¶ 17)

CONCLUSION

WHEREFORE, for the foregoing reasons, Plaintiff respectfully requests that this Court:

A. GRANT Plaintiff's Motion for Summary Judgement.

B. GRANT Plaintiff any other such relief the Court deems proper.

Respectfully Submitted,

/s/Sarah Spitalnick
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sarahspitalnickesq@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of April 2025, a true and correct copy of the foregoing Plaintiff's Motion for Summary Judgement and Proposed Order was sent via MDEC and mail to counsel of record for Defendant:

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 5/14/2025 12:43 PM; Submission: 5/14/2025 12:43 PM
Envelope: 21197319

BLAKE HADEL,	*	IN THE
Plaintiff,	*	CIRCUIT COURT
v.	*	FOR
KYLEIGH MIDKIFF,	*	CARROLL COUNTY
Defendant.	*	Case Number: C-06-CV-24-000259

DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

NOW COMES the Defendant, Kyleigh Midkiff, by and through her counsel, Hannah Hansen, Esquire and Bauhof Legal, LLC, hereby files this Defendant's Response to Plaintiff's Motion for Summary Judgment, and respectfully submits to this Honorable Court that the Plaintiff has filed a Motion for Summary Judgment in this matter, claiming that there are no genuine disputes of material fact and that he is entitled to judgment as a matter of law. The Plaintiff's Motion for Summary Judgment ("Plaintiff's Motion) should be denied, as the Plaintiff is not entitled to judgment as a matter of law, and there exist numerous disputes of material fact as to the truth of the Defendant's statements.

PROCEDURAL BARRIER

On December 2, 2024, this Court issued a scheduling order setting forth the deadlines for filing dispositive motions such as the Plaintiff's Motion. The Scheduling Order states that "All motions (except motions in limine), including dispositive motions, and all amendments to pleadings must be filed 100 days prior to trial." This Scheduling Order dictated that the Plaintiff's Motion must be filed by April 27, 2025. The Plaintiff's Motion was not filed until April 30, 2025. Therefore, the Plaintiff's Motion is not properly before the Court and should be denied outright as time-barred by this Court's Scheduling Order. If this Court is inclined to consider the Plaintiff's Motion although it fails to meet the deadlines set forth in the Court's

Scheduling Order, the Defendant would ask this Court to grant the Defendant leave to file her own motion for summary judgment as well.

PRELIMINARY STATEMENT OF LAW

To establish a *prima facie* case of the common law tort of defamation in Maryland, the Plaintiff must establish four elements: "(1) that the defendant made a defamatory statement to a third person, (2) that the statement was false, (3) that the defendant was legally at fault in making the statement, and (4) that the plaintiff suffered harm." *Hosmane v. Seley-Radtke*, 227 Md. App. 11, 6 (2016). A "defamatory statement" is one that exposes a person to scorn, hatred, contempt, or ridicule. *Id.* at 7. The Plaintiff has the burden of proving falsity. *Id.* Claiming that a publication is an opinion is a complete defense to defamation, but the Defendant must show that a reasonable person would interpret the statement as opinion or satire, not fact. *Telnikoff v. Matusevitch*, 347 Md. 561, 596 (1996). When an opinion implies underlying false facts, it remains actionable. *Samuels v. Tschechtelin*, 135 Md. App. 483, 544 (2000).

If a statement is defamatory, false, and negligently made, then the Plaintiff must prove his actual damages resulting from the publication of the defamatory statement. However, damages may be presumed if the Plaintiff can prove by clear and convincing evidence that the Defendant acted with malice, that is, "actual knowledge that her statement is false, coupled with her intent to deceive another by means of that statement (not simply reckless disregard for the truth)." *Hosmane*, 227 Md. App. at 15; *see also Piscatelli v. Van Smith*, 424 Md. 294, 308–09 (2012).

The Plaintiff has alleged four separate counts of Libel Per Se stemming from a series of comments the Defendant made in a private Facebook Group titled "Are We Dating The Same Guy? | Baltimore / Columbia / Maryland" (the "Facebook Group"). The Plaintiff claims that for each count the record conclusively shows the Defendant's statement is false, defamatory, and made

with malice. The Plaintiff also claims that no reasonable disputes of material fact exist. *See* Plaintiff's Motion 1. On the contrary, the Defendant disputes facts that are material to every single claim the Plaintiff makes. Additionally, the Plaintiff has failed to meet his burden of proving that the Defendant's comments are false and that the Defendant acted with malice.

I.

Material Facts Disputed

A. Count I: Sexual Assault

Comment: "[The Plaintiff has] also been posted here several times because he has SA'd multiple women."

The Defendant contends that there were multiple posts on the Facebook Group claiming that the Plaintiff had sexually harassed or sexually assaulted other women. The Defendant produced these posts for the Plaintiff's review. Despite clear evidence of this statement's truth, the Plaintiff contends that he never did these things and that he did not even know the majority of the women who made these allegations. This misses the point of the comment entirely, and does not meet his burden of proving that the comment is false or that the Defendant acted with malice.

B. Count II: Child Support

Comment: "[The Plaintiff] owes thousands of dollars in child support."

The Defendant contends that the Plaintiff owed thousands of dollars in child support as of July 25, 2023, when the Defendant posted this statement. The Plaintiff contends that this statement is false, citing a DHS case summary report that shows the Plaintiff's arrears as of December 3, 2024, to be $0. This same case summary shows that, as of July 25, 2023, the Plaintiff owed $3,227.26 in child support. *See* Plaintiff's Exhibit C. The Plaintiff again has failed to meet his burden of proving that this comment is false or made with malice.

C. Count III: Signing Away Rights

Comment: "[The Plaintiff] signed off his rights to both of his kids (2 different moms) because he can't afford child support, stay far away."

It is the Defendant's opinion that the Plaintiff's inability to afford child support contributed to his decision to sign away all rights he may have had to his children. The Plaintiff disputes this and claims the decision was based solely on the best interest of the children. However, the Plaintiff admits to signing away his rights and not being able to afford child support. He has failed to meet his burden of proving that this opinion was based on false underlying facts, or made with actual malice.

D. Count IV: Mugshot

Comment: "The next picture that gets posted of [the Plaintiff] will be a mugshot."

The Defendant's opinion, as stated in this post, is that the next picture posted of the Plaintiff could be his mugshot because of the type of activity she knew the Plaintiff to engage in. The Defendant contends that the Plaintiff has previously, and on multiple occasions, possessed and consumed illegal drugs. The Defendant also contends that the Plaintiff has been arrested before on charges of physical assault. The Defendant has provided court-documented proof of these contentions. *See* Defendant's Exhibits 2 and 3. The Plaintiff contends that he has never been engaged in any illegal activity, but offers no proof of this whatsoever. He has failed to meet his burden of proving that the Defendant's opinion was based on false underlying facts or that it was made with malice.

II.

Standard of Review

Pursuant to Maryland Rule 2-501, summary judgment is appropriate where there is no genuine dispute as to any material fact, and the moving party is entitled to judgment as a matter of

law. A material fact is one that, if resolved, would affect the outcome of the case. *King v. Bankerd*, 303 Md. 98, 111 (1985). "If the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine dispute as to any material fact and that the moving party is entitled to a judgment as a matter of law, summary judgment shall be rendered forthwith." *Cox v. Sandler's, Inc*., 209 Md. 193, 197 (1956). A trial court has the authority and should not be reluctant to grant a motion for summary judgment in an appropriate case. *Bond v. NJBCO, Inc.* 96 Md. App. 127, 134 (1993). An opponent of a motion for summary judgment "cannot rely on formal denials or general allegations," and must instead "identify with particularity the material facts that are disputed." *Id.* at 135.

As set forth herein, the Plaintiff's motion for Summary Judgment must be denied as he has failed to meet his burden of proving the falsity of all four comments that make up the four counts contained in the Plaintiff's Complaint, and there still exist genuine disputes of material fact as to the truth of these comments.

III.

Argument

A. Count I: Sexual Assault

Comment: "[The Plaintiff has] also been posted here several times because he has SA'd multiple women."

The Plaintiff claims that the Defendant "posted defamatory statement (sic) regarding Mr. Hadel sexually assaulting/abusing multiple women on a public Facebook page which has thousands of members, not including Mr. Hadel." *See* Plaintiff's First Amended Complaint 12.

The Defendant never claimed that Plaintiff sexually assaulted multiple women. Instead, the Defendant claimed that other women had previously *posted* about the Plaintiff on the Facebook

Group, accusing him of sexual assault. This claim is true and is supported by Plaintiff's Exhibits F and G, which document many such posts.

The Plaintiff (incorrectly) reads the Defendant's comment as accusing the Plaintiff of sexually assaulting multiple women. The Plaintiff denies that he has ever sexually assaulted or harassed these women. The Plaintiff has the burden of proving the Defendant's statement was false, and even if the Defendant was accusing the Plaintiff of sexual assault, which she was not, the Plaintiff would fail to meet his burden of proof. The only "proof" the Plaintiff has offered in support of his position that he did not sexually assault or harass any of the women accusing him of such is his word that he did not know some of these women, a legally invalid excuse of intoxication, and a criminal record that is clear of sexual assault convictions. Plaintiff's Motion 10–11. As to the last of these, as the saying goes, the absence of evidence is not evidence of absence.

Not only does the Plaintiff fail to prove the falsity of the Defendant's comment, but the Plaintiff's own Exhibits F and G offer proof of the *truth* of the Defendant's comment. Plaintiff's Exhibit F is a post made by a woman named Kat Norman. In her post she claims that the Plaintiff and herself began having sexual intercourse at his residence, "it started to get painful so [she] said 'stop' 3 different times and he did not listen and kept going before [she] pushed him off [her]." This is an accusation of sexual assault. The Plaintiff does not deny that this happened. Instead, he argues that because he was intoxicated that night, he could not have formed the intent required to sexually assault Ms. Norman. The Plaintiff is mistaken, as voluntary intoxication is not a valid defense for the sexual assault described. Md. Crim. Law § 3-303.

Plaintiff's Exhibit G contains a post by a woman named Abby Siever claiming that she had to block the Plaintiff from contacting her because he sent her too many unsolicited pictures of his

penis. Plaintiff's Exhibit G also contains a post by a woman named Holly Freeman claiming that the Plaintiff tried to grab her ass without her permission causing her to leave his residence and block all further communication from him. Plaintiff's Exhibit G also captures a post by a woman named Cristen Scifo wherein she claims that the Plaintiff sent her several unsolicited pictures, causing her to block further communication with him. The Plaintiff claims that all three of these reports are false and that he does not know these women. Plaintiff's Exhibit H at 3, 6, 8.

The Defendant commented that other women made posts on the private Facebook Group regarding the Plaintiff's sexually assaultive and harassing behavior. The Plaintiff's Exhibits F and G prove this statement is true as it documents multiple such posts. Thus, the Defendant has failed to meet his burden of proving the falsity of the Defendant's comment. Even if the Defendant's comment is read to be accusing the Plaintiff of such behavior, the Plaintiff has the burden of proving that that these multiple posts are false, and a simple denial from him fails to meet this burden. The Plaintiff also fails to prove this comment was made with actual malice by the Defendant.

B. Count II: Child Support

Comment: "[The Plaintiff] owes thousands of dollars in child support."

The Plaintiff claims that the Defendant "posted defamatory statement regarding Mr. Hadel owing thousands of dollars in child support on a public Facebook page." Amended Complaint 13. The Plaintiff further claims that, because he does not *currently* owe any child support, this claim is verifiably false. Plaintiff's Motion 9. However, this post was made by the Defendant on July 25, 2023, which means the correct question is not whether the Plaintiff currently owes thousands of dollars in child support, but rather, whether the Plaintiff owed thousands of dollars in child support on July 25, 2023, when the Defendant made the statement. By his own account, he did.

On April 7, 2023, an Order was entered in the case of Meghan Maggio v. Blake Hadel wherein Mr. Hadel was ordered to pay child support in the amount of $860.00 per month, beginning March 1, 2023. *See* Plaintiff's Exhibit B. The first recorded payment to Ms. Maggio through DHS was not until June 28, 2023, and was in the amount of $400. *See* Plaintiff's Exhibit C. However, only $362 was disbursed to Ms. Maggio on July 28, 2023. The next payment was made on July 12, 2023, and was in the amount of $1,000. However, only $710.74 was disbursed to Ms. Maggio. The next payment was not until August. So, the total amount owed by the Plaintiff as of the end of July was $4,300. The total amount paid to Ms. Maggio as of the end of July was $1,072.74. Therefore, as of July 25, 2023, the Plaintiff owed Ms. Maggio $3,227.26, making the Defendant's statement that he owed thousands of dollars in child support absolutely true. The Plaintiff has clearly failed to meet his burden of proving the Defendant's comment was false or made with actual malice.

C. Count III: Signing Away Rights

Comment: "[The Plaintiff] signed off his rights to both of his kids (2 different moms) because he can't afford child support, stay far away."

The Plaintiff does not contest that he signed off his right to both of his children, but rather contests the reason for doing so. *See* Plaintiff's Motion 8. The Plaintiff insists that he did so because it was in the best interest of the minor children and that it had nothing to do with child support. The Plaintiff has admitted that he signed away his rights. The Plaintiff has also admitted that he could not afford the "unreasonably high child support Ms. Maggio gained against him." Plaintiff's Amended Complaint 10. Therefore, the facts underlying the Defendant's opinion are not false.

The Defendant heard many conversations between the Plaintiff and Ms. Maggio regarding

this issue. On one such instance, the Defendant was at the Plaintiff's house with Ms. Maggio and was present when the Plaintiff told Ms. Maggio that he could not afford child support and, after arguing with Ms. Maggio about child support, told his child that he wished she was never born. *See* Defendant's Exhibit 1.

It is certainly reasonable to believe that Mr. Hadel signed off his rights to both of his children because he wanted to stop paying the child support which he admittedly could not afford. It is arguably more reasonable than believing he signed away his rights because he believed it was in the best interest of his children. It is hard to understand how not receiving any financial support from their father would be in the best interest of the children, but very easy to understand how it would be in the best interest of the Plaintiff. Therefore, the Plaintiff has failed to meet his burden of proving that the Defendant's statement was false or that her opinion was based on false underlying facts. The Plaintiff has also failed to prove that the Defendant's comment was made with actual malice.

D. Count IV: Mugshot

Comment: "The next picture that gets posted of [the Plaintiff] will be a mugshot."

This is clearly an opinion held by the Defendant, as she could not possibly know or control what the next posted picture of the Plaintiff would be. She was giving her opinion that, based on the interactions she had with the Plaintiff, the things she had observed regarding the Plaintiff, and the posts she had read about the Plaintiff, the Plaintiff was heading down a path that could end with his mug shot being taken and/or posted to the Facebook Group. Although this was an opinion, it was based on verifiable evidence of criminal activity that was known to the Defendant at the time she made this opinion post.

The Plaintiff was previously charged with first and second degree assault and Ms. Meghan

Maggio was the listed victim in Case Number D-08-CR-22-000889. *See* Defendant's Exhibit 2. On November 3, 2022, the Plaintiff was arrested by the Baltimore County Police on an outstanding warrant. *See* Defendant's Exhibit 2. The warrant was issued as a result of the Plaintiff violating a condition of his release and contacting Ms. Maggio. Although the Defendant never saw the police report or criminal charges, the Defendant was aware of the same and was aware that the Plaintiff had been arrested. *See* Defendant's Exhibit 1.

The Defendant also knew Ms. Maggio when a default hearing was held at the Baltimore County Circuit Court, although the Defendant did not attend this hearing. *See* Defendant's Exhibit 1. At the hearing, the Court found that the Plaintiff was not a "fit and proper person to have the custody of or unsupervised visitation with the minor child." *See* Defendant's Exhibit 3. The Court made specific note of certain evidence that was presented showing that the Plaintiff was in possession of a syringe, was "nodding out" during a call with the minor child, was in possession of a marijuana joint, texted Ms. Maggio that he was "tripping hard," and posted on social media that he "just sniffed a ball of blow and popped a Molly." Defendant's Exhibit 3. The Defendant was not at the hearing, but reviewed the Court's findings and exhibits prior to posting any of the comments at issue in July of 2023. *See* Defendant's Exhibit 1.

The Defendant also reviewed posts on the Facebook Group regarding the Plaintiff. One such post by an anonymous member said that the Plaintiff "offered me a line of cocaine as 'coffee' which I declined." *See* Plaintiff's Exhibit F. Another post by Ms. Kat Norman detailed a Sexual Assault as described herein. These are both posts regarding the Plaintiff's criminal behavior.

The Defendant's opinion that a mugshot of the Plaintiff might be posted next was based on her knowledge of his past criminal charges for assault in the first and second degree, his arrest for having violated his conditions of release, his illegal drug use (blow, molly, cocaine, marijuana),

and the allegations of sexual assault made by Kat Norman.

The Plaintiff's only "proof" as to the falsity of the Defendant's comment is to reiterate that he has no criminal record and point out that the Defendant provided no supporting evidence for her claim. As previously stated, the burden of proof is on the Plaintiff to show the Defendant's comments are false, and he has failed to do that. He has also failed to prove that the comment was made with actual malice.

Conclusion

Summary Judgment in favor of the Plaintiff is not appropriate as to counts I-IV of the Plaintiff's Amended Complaint as the Plaintiff has failed to prove the falsity of the comments that form the basis for each count, has failed to prove that they were made with actual malice, and there still exist genuine disputes of material fact as to the truth of these comments. The Defendant claims that her comments were all true or were opinions based on truth and has provided evidence of the same. The Plaintiff claims the Defendant's comments were false but has provided little evidence of as much beyond simply stating that they are false. The Plaintiff has also failed to provide any evidence that the Defendant acted with actual malice, that is, that she knew the comments she were making were false and made them anyway. Therefore, Summary Judgment in favor of the Plaintiff must be denied, as he is not entitled to judgment as a matter of law. He has failed to prove at least two of the four elements of defamation on every count, namely, he has failed to prove that the Defendant's statements are false or that her opinions are based on underlying false facts, and he has failed to prove that she acted with actual malice.

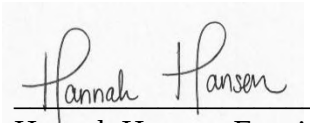
WHEREFORE, the Defendant respectfully requests,

A. That the Plaintiff's Motion for Summary Judgment be Denied; OR

B. That the Plaintiff's Motion for Summary Judgment be set for a hearing and that the Defendant be granted leave to file a Cross-Motion for Summary Judgment; and

C. And for such other and further relief as the nature of this cause may require.

Respectfully submitted,



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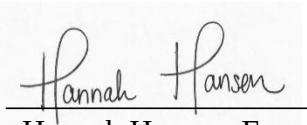
CPF # 2112140283
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 14th day of May, 2025, a copy of the foregoing Response was served via MDEC eservice and/or mailed via first class mail, postage pre-paid, to:

Sarah Spitalnick, Esquire
23 Walker Ave., Suite 207
Pikesville, MD 21208
Attorney for Plaintiff



Hannah Hansen, Esquire

E-FILED; Carroll Circuit Court
Docket: 5/19/2025 2:16 PM; Submission: 5/19/2025 2:16 PM
Envelope: 21257985

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
Defendant	)	Case No: C-06-CV-24-000259

PLAINTIFF'S MOTION TO SEAL

TO THE HONORABLE JUDGE:

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick, Esquire, respectfully submits this Motion to Seal. Defendant filed a police report as Exhibit 2 to her Opposition to Plaintiff's Motion for Summary Judgment ("Opposition") on the public docket without a Notice of Restricted Information Form. Exhibit 2 concerns an incident that was dismissed and expunged from Plaintiff's criminal record. Plaintiff's Reply to Defendant's Opposition, filed May 15, 2025, references Exhibit 2. For the reasons below, Defendant's Opposition, Exhibit 2, and Plaintiff's Reply should be removed from the public docket and filed under seal.

1. On or about April 27, 2025, Plaintiff filed his Motion for Summary Judgement, in accordance with the Scheduling Order dated December 12, 2025.
2. On or about April 29, 2025, Plaintiff was notified by the Court that the Motion for Summary Judgement had a technical error and needed resubmission.
3. On or about April 30, 2025, Plaintiff resubmitted his Motion for Summary Judgment to correct the technical error.

4. On or about May 14, 2025, Defendant filed an Opposition to Plaintiff's Motion for Summary Judgement and a request for leave to file a Motion for Summary Judgement.
5. On or about May 14, 2025, in support of Defendants Opposition, Defendant filed Exhibit 2 on the public docket.
6. Exhibit 2 is a police report that references an incident between Plaintiff and Meghan Maggio.
7. Exhibit 2 is a police report that references charges and allegations that were dismissed and expunged from Plaintiff's criminal record. *See* Exhibit A.
8. Any records, police or court, that references charges or allegations of an expungement are covered by Maryland Rule 20-201.1.
9. Maryland Rule 20-201.1 clearly requires parties to file expungement documents under seal and off the public record.
10. On or about March 3, 2023, Plaintiff was given an order for the incident referenced in Exhibit 2 to be expunged from his record. *Id.*
11. On or about November 24, 2023, Plaintiff's request for expungement was granted and his record was cleared of the incident referenced in Exhibit 2. *Id.*
12. Exhibit 2 was previously expunged pursuant to Maryland Code, Criminal Procedure Article, § 10-101 et seq., and is therefore confidential and restricted from public disclosure.
13. This police report was filed on the public docket without a Notice of Restricted Information Form, was not disclosed in discovery, and Defendant has not stated how she acquired this confidential document.

14. The public filing of this expunged police report violates Maryland's expungement laws and exposes sensitive information, causing potential harm to Plaintiff.
15. Plaintiff has concurrently filed three Notice of Restricted Information (Form MDJ-008) to alert the Court of the restricted nature of the police report and both motions, as required by Maryland Rule 20-201.1.
16. Plaintiff requests that all future filing referencing Exhibit 2 to be filed under seal.
17. Plaintiff further requests that, if necessary, the Court schedule a hearing to address this Motion and any objections from the opposing party.
18. Plaintiff submits that sealing the expunged police report, Defendants Opposition, and Plaintiff Reply is in the interest of justice, protects the confidentiality mandated by Maryland law, and causes no prejudice to the opposing party, as the expunged record is not admissible to the proceedings.

WHEREFORE, the Plaintiff respectfully requests that this Court:

A. SEAL the expunged police report (Exhibit 2) and any related filings containing restricted information from public access;

B. REMOVE the unredacted Exhibit 2, Defendant's Opposition, and Plaintiff's Reply from the public docket;

C. DIRECT the Clerk of the Court to restrict access to the sealed documents to authorized parties only;

D. Award Attorney's Fees and Court costs associated with this Motion and;

E. GRANT and further relief the Court deems appropriate.

Respectfully Submitted,

/s/Sarah Spitalnick
Sarah Spitalnick Esq.

23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of May 2025, a true and correct copy of the foregoing Motion to Seal and Notices of Restricted Information was sent via MDEC and mail to counsel of record for Defendant:

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 5/14/2025 12:43 PM; Submission: 5/14/2025 12:43 PM
Envelope: 21197319

BLAKE HADEL,	*	IN THE
Plaintiff,	*	CIRCUIT COURT
v.	*	FOR
KYLEIGH MIDKIFF,	*	CARROLL COUNTY
Defendant.	*	Case Number: C-06-CV-24-000259

****

ORDER

Upon consideration of the Plaintiff's Motion for Summary Judgment, and the Defendant's Response thereto, it is this 21st of May, 2025 in the Circuit Court for Carroll County; **ORDERED**

A. That the Plaintiff's Motion for Summary Judgment is hereby DENIED.

JUDGE, CIRCUIT COURT
FOR CARROLL COUNTY

Entered: Clerk, Circuit Court for
Carroll County, MD
May 21, 2025

E-FILED; Carroll Circuit Court
Docket: 5/27/2025 12:45 PM; Submission: 5/27/2025 12:45 PM
Envelope: 21360988

BLAKE HADEL,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
KYLEIGH MIDKIFF,	)	CARROLL COUNTY
	)	
Defendant	)	Case No: C-06-CV-24-000259

PLAINTIFF'S MOTION FOR SANCTIONS UNDER SEAL

TO THE HONORABLE JUDGE:

Plaintiff, BLAKE HADEL, by and through his counsel, Sarah Spitalnick, Esquire, respectfully submits this Motion for Sanctions Under Seal ("Motion") pursuant to Maryland Rules 1-341, 2-433, and 20-201.1, and the Court's inherent authority. Plaintiff brings this defamation action against Defendant for false and harmful social media posts. Defendant's repeated discovery violations, improper filing of an expunged police report, and untimely submission of discoverable materials have prejudiced Plaintiff, delayed the case, and violated Maryland law. These actions warrant sanctions under Maryland Rules 1-341, 2-433, 20-201.1, and the Court's inherent authority to deter misconduct and protect the judicial process.

For the reasons set forth below, Plaintiff requests that the Court impose sanctions, including striking the improper filing, deem the Supplemental Screenshots on May 19, 2025, inadmissible, awarding attorney's fees and costs, and granting other relief as deemed appropriate.

I. STATEMENT OF FACTS

1. This action arises from four social media posts by Defendant, published in June 2023 and July 2024, falsely accusing Plaintiff of: (a) sexually assaulting multiple women, (b) signing away parental rights due to inability to pay child support, (c) owing back child

support, and (d) facing a mugshot due to illegal activity. *See* generally Amended Complaint.

2. On October 3, 2024, Plaintiff served his First Set of Discovery Requests on Defendant, including Interrogatories and Requests for Production, with responses due by November 3, 2024, per Maryland Rule 2-421(b). (Ex. 1).
3. The Requests included: "Request No. 2: All documents you intend to use as evidence in this proceeding"; "Request No. 3: All documents used to verify your social media posts"; "Request No. 4: All communications with Meghan Maggio related to the allegations in the Amended Complaint"; and "Request No. 8: All documents supporting your defense of truth." *Id*.
4. Defendant failed to respond by November 3, 2024.
5. On November 6, 2024, Plaintiff's counsel contacted Defendant's counsel in good faith, granting an extension until November 15, 2024. (Ex. 2).
6. On November 15, 2024, Defendant produced 26 documents, which were incomplete and unresponsive to several requests, including Request No. 4.*Id.*
7. On December 5, 2024, Plaintiff sent a Deficiency Letter identifying deficiencies in Defendant's responses, with a response due by December 15, 2024.
8. Defendant failed to respond by December 15, 2024.
9. On December 17, 2024, Plaintiff's counsel granted an extension until December 30, 2024, after contacting Defendant's counsel. (Ex. 3).
10. Defendant failed to respond by December 30, 2024, but provided a partial response on January 2, 2025, after further prompting.

11. On April 18, 2025, Plaintiff sent a Second Deficiency Letter, noting continued deficiencies, including missing communications with Meghan Maggio. (Ex. 4).
12. Defendant failed to respond by April 28, 2025, prompting Plaintiff's counsel to follow up on April 29, 2025. Defendant responded on May 5, 2025. (Ex. 5 and 6).
13. Defendant missed four discovery deadlines (November 3, 2024; December 15, 2024; December 30, 2024; April 28, 2025) without good cause, causing delays and increasing Plaintiff's litigation costs.
14. On April 27, 2025, Plaintiff filed a Motion for Summary Judgment, resubmitted on April 30, 2025, due to a technical MDEC error. (Court Docket).
15. On May 14, 2025, Defendant filed an Opposition to Plaintiff's Motion for Summary Judgment, attaching as "Exhibit 2" an expunged police report filed by Meghan Maggio against Plaintiff for domestic assault, dismissed and expunged on November 24, 2023.
16. Defendant filed Exhibit 2 on the public docket without a Notice of Restricted Information (Form MDJ-008), in violation of Maryland Rule 20-201.1. *See* generally Defendant's Opposition to Summary Judgement
17. Exhibit 2 was responsive to Plaintiff's Discovery Requests Nos. 2, 3, and 8 but was not disclosed during discovery, in violation of Maryland Rule 2-401 et seq.
18. Plaintiff was unaware of Defendant's possession of the expunged police report until May 14, 2025.
19. A search on Maryland Judiciary Case Search confirms Plaintiff has no criminal history, consistent with the expunged status of the police report.
20. Defendant has not explained how she obtained the expunged police report or why it was not disclosed during discovery.

21. Exhibit 2 is referencing a police report made in 2022, well before this matter was filed.
22. Exhibit 2 was discoverable during the discovery period for this matter.
23. Defendant has given no argument on why Exhibit 2 was not disclosed in discovery.
24. On May 16, 2025, Plaintiff filed a Reply to Defendant's Opposition, arguing that Exhibit 2 was inadmissible due to its expunged status.
25. On May 19, 2025, after discovery closed and Plaintiff's Reply was filed, Defendant supplemented her discovery responses with screenshots of communications between herself and Meghan Maggio ("Supp. Screenshots"). (Ex. 7)
26. The Supp. Screenshots include Defendant requesting "evidence" from Maggio about Plaintiff, referencing "drugs" and "custody," and mentioning an unknown third party.
27. These communications were responsive to Request No. 4 but were not produced despite four requests during discovery. *Id.*
28. Defendant, who admitted to being best friends with Maggio, provided no justification for failing to disclose these communications earlier.
29. Within the Supp. Screenshots, are further screenshots of photos, court documents, and other screenshotted text communications, all of which were taken/ordered between 2022 and 2023, well before this matter was ever filed. *Id.*
30. Within the Supp. Screenshots, Defendant messages Ms. Maggio, to which Ms. Maggio immediately responds with the requested information. *Id.*
31. Defendant could have easily obtained these screenshots and "evidence" at any point during discovery, yet not only failed to do so but failed to do so four times when requested by Plaintiff.
32. Defendant only disclosed and/or obtained the screenshots after Plaintiff filed his Reply.

33. The untimely disclosure prejudices Plaintiff, who can no longer investigate the Supp. Screenshots, authenticate the communications, or identify the third party due to the close of discovery.
34. Had Defendant disclosed Exhibit 2 and the screenshots during discovery, Plaintiff could have moved to bar their use, conducted further discovery, and mitigated harm to his reputation.

LEGAL STANDARD

Maryland Rule 1-341

Maryland Rule 1-341 authorizes sanctions, including attorney's fees and costs, for filings made in bad faith, for an improper purpose, or without substantial justification. In *Blum v. Blum*, 59 Md. App. 584, 604 (1984), cert. denied, 301 Md. 639 (1984), the Court of Special Appeals upheld sanctions for bad faith filings that prolonged litigation. Similarly, in *Needle v. White, Mindel, Clarke & Hill*, 81 Md. App. 463, 476 (1990), sanctions were affirmed for pursuing claims without substantial justification, emphasizing deterrence of frivolous conduct.

Maryland Rule 2-433

For discovery violations, Maryland Rule 2-433 permits sanctions such as striking pleadings, precluding evidence, or awarding costs. In *Hossainkhail v. Gebrehiwot*, 143 Md. App. 716, 730 (2002), the Court of Special Appeals affirmed sanctions for willful discovery violations that prejudiced the opposing party. In *Bartholomee v. Casey*, 103 Md. App. 34, 48 (1994), the exclusion of undisclosed evidence was upheld to enforce discovery rules.

Maryland Rule 20-201.1

Filing restricted information on the public docket without a Notice of Restricted Information violates Maryland Rule 20-201.1. In *Reid v. State*, 305 Md. 9 (1985) the Court of Appeals emphasized protecting confidential records to prevent harm to privacy interests.

Criminal Procedure Article § 10-101 et seq.

Expunged records are confidential, and public disclosure violates Maryland law. In *State v. WBAL-TV*, 187 Md. App. 135, 151 (2009), the Court of Special Appeals underscored the confidentiality of expunged records. *See also Thomas v. State*, 397 Md. 557, 570 (2007) (affirming statutory protections for expunged records).

Court's Inherent Authority

The Court has inherent authority to sanction bad faith conduct that abuses the judicial process. *Taliaferro v. State*, 295 Md. 376, 390-91 (1983) (upholding sanctions for conduct undermining court proceedings).

ARGUMENT

Defendant's Discovery Violations Warrant Sanctions Under Rule 2-433

Defendant's willful failure to comply with discovery obligations prejudiced Plaintiff and delayed the case. Defendant missed four discovery deadlines (November 3, 2024; December 15, 2024; December 30, 2024; April 28, 2025) without good cause, despite Plaintiff's good-faith extensions. Defendant failed to produce communications with Meghan Maggio, responsive to Request No. 4, until May 19, 2025, well after discovery closed. The untimely disclosure of these Supp. Screenshots, which Defendant could have obtained earlier given her close relationship

with Maggio, prejudiced Plaintiff's ability to investigate or authenticate the evidence. Under *Hossainkhail*, 143 Md. App. at 730, such willful violations justify sanctions, including exclusion of the untimely evidence (*Bartholomee*, 103 Md. App. at 48).

Plaintiff requested these screenshots and other responsive discoverable documents multiple times during discovery, to which Defendant repeated no documents exist (i.e. Exhibit 2 and Supp. Screenshots). Defendant has given no reason on why these documents were not produced or secured during discovery. Defendant only disclosed the Supp. Screenshots after Plaintiff's Reply was filed. Defendant avoided securing and disclosing these documents until after discovery was closed and Plaintiff would not have the ability to investigate them further. Plaintiff requests that the May 19, 2025, screenshots be deemed inadmissible and that attorney's fees be awarded for costs incurred due to Defendant's non-compliance.

Defendant's Improper Filing of an Expunged Police Report Violates Rules 20-201.1 and 1-341

Defendant's filing of an expunged police report (Exhibit 2) on the public docket without a Notice of Restricted Information violated Maryland Rule 20-201.1 and Criminal Procedure Article § 10-101 et seq. (Facts 15-16). The report, dismissed and expunged on November 24, 2023, was confidential, and its public disclosure harmed Plaintiff's privacy and reputation *State v. WBAL-TV*, 187 Md. App. at 151. Defendant's failure to disclose the report during discovery, despite its responsiveness to Requests Nos. 2, 3, and 8, further violated Maryland Rule 2-401 et seq. This conduct lacks substantial justification and constitutes bad faith under Rule 1-341, as it unnecessarily prolonged litigation and caused harm (*Blum*, 59 Md. App. at 604). Plaintiff requests

that Exhibit 2 be stricken from the docket and sealed, with attorney's fees awarded for the costs of addressing this violation.

Defendant's Conduct Abuses the Judicial Process, Warranting Sanctions Under the Court's Inherent Authority

Defendant's pattern of missing deadlines, withholding discoverable materials, and filing confidential records demonstrates bad faith and abuse of the judicial process. By waiting until after Plaintiff's Reply to produce communications with Maggio, Defendant attempted to circumvent discovery rules and prejudice Plaintiff's case. Under *Taliaferro*, 295 Md. at 390-91, the Court may impose sanctions to deter such conduct. Plaintiff requests additional relief, including a warning or other sanctions, to ensure compliance with court rules.

CONCLUSION

Defendant's willful discovery violations, improper filing of an expunged police report, and untimely submission of evidence have prejudiced Plaintiff, delayed the case, and violated Maryland law. Plaintiff respectfully requests that the Court: (1) strike Exhibit 2 from the docket and seal it; (2) deem the May 19, 2025, Supp. Screenshots inadmissible; (3) award attorney's fees and costs; and (4) grant such other relief as the Court deems appropriate.

Respectfully Submitted,

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of May 2025, a true and correct copy of the foregoing Motion for Sanctions Underseal was sent via MDEC and email to counsel of record for Defendant:

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
Counsel for Plaintiff

E-FILED; Carroll Circuit Court
Docket: 5/27/2025 12:45 PM; Submission: 5/27/2025 12:45 PM
Envelope: 21360988

BLAKE HADEL, *Plaintiff*, v. KYLEIGH MIDKIFF *Defendant*,	)	IN THE CIRCUIT COURT FOR CAROLL COUNTY CASE NO: C-06-CV-24-000259

PLAINTIFFS FIRST REQUEST FOR INTEROGITORIES, PRODUCTION OF DOCUMENTS, AND REQUEST FOR ADMISSIONS TO DEFENDANT

TO: Defendant KYLEIGH MIDKIFF (hereinafter "Ms. Midkiff") 2841 Cedarhurst Rd. Finksburg MD, 21048.

Plaintiff BLAKE HADEL (hereinafter "Mr. Hadel"), by his attorney Sarah Spitalnick Esq. serves this First Set of Interrogatories, Request for Production, and Request for Admissions to Kyleigh Midkiff. These Discovery Requests are continuing in nature so as to require supplementation up to trial. Please produce your responses within thirty (30) days of the date of service of these Discovery Requests to the undersigned representative at:

Sarah Spitalnick, Esq.
23 Walker Ave. Suite 207
Pikeville, MD 21208
Tel: (484) 332-0454
Email: sarahspitalnickesq@gmail.com

Dated: October 3, 2024

Respectfully submitted,

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
23 Walker Ave Suite 207
Baltimore, MD 21208
(484) 332-0454
sarahspitalnickesq@gmail.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of October, 2024, a copy of the foregoing was sent electronically via MDEC to:

Kyleigh Midkiff
2841 Cedarhurst Rd.
Finksburg MD, 21048.

/s/ Sarah Spitalnick
Sarah Spitalnick Esq.

INSTRUCTIONS

A. These Discovery Requests shall be deemed to be continuing so that any additional Documents (defined herein) or information concerning these Requests which Ms. Midkiff later acquires, finds, or which later becomes known to Ms. Midkiff, up to and including the time of trial, shall be furnished reasonably promptly after such Documents or information is acquired, found or becomes known.

B. The Requests call for the production of all responsive documents, things, or information in Your possession, custody or control or available to You or other persons or entities acting on Your behalf.

C. Words and terms in the singular shall include the plural thereof, and all words of masculine gender shall include the female gender thereof. The use of a verb in any tense shall be construed as the use of the verb in all other tenses whenever necessary to bring within the scope of any demand responses that otherwise might be construed to be outside its scope.

D. All requests shall encompass all versions of a given document, and include drafts as well as attachments.

E. If a document or thing that is responsive to a Request was, but is not now, in Your custody or control, provide a statement containing the following information:

a. whether the document or thing is still in existence, and if so, the name and business address of each person in whose custody a copy of the document or thing may be found;

b. whether the document or thing has been lost or destroyed, and if destroyed, why, when and by whom;

c. whether the document or thing has been otherwise disposed of, including by transfer, stating who disposed of it, and the date and manner of disposition; and

d. a description of the contents of the document or thing, the names of the author(s) and addressee(s) of the document, and the date the document or thing was created.

F. To the extent that a portion or part of any document or thing is responsive to a Request, the Request shall be construed to call for production of the entire document or thing. Each document or thing shall be produced in its entirety, including attachments and enclosures sent or kept with the attachments.

G. If an objection is made to any portion or aspect of a Request on the ground that responsive documents, things, or information have already been produced or provided, an identification of such documents or things by Bates numbers, or information by Request number, shall be provided in lieu of producing the already-produced documents or things or responding to the Request.

H. If in responding to any Request You claim any objection as to the basis for not responding, respond to all parts of the demand to which Your objection does not apply. If an objection is made to any portion or aspect of a Request, documents, communications, things, or information responsive to the remainder of the Request shall be produced. If an objection is made on the basis of a privilege or work product claim, all portions of a document that are not privileged or work product shall be produced.

I. In the event that any information has been redacted from any document produced pursuant to these Requests, You must identify that information and the basis or bases upon which such information was redacted.

J. If a claim of privilege is asserted in objecting to any Request, identify the privilege (including work product) that is being claimed and, if the privilege is governed by state law, identify the privilege rule being invoked. With regard to all objections or responses which fail or refuse fully to respond to the following requests on the grounds that the documents or things sought

are privileged or otherwise protected from discovery, provide a privilege log that identifies, with respect to each document or tangible thing, the nature of the privilege claimed and, if applicable, the rule or law governing such privilege claim, and information that is sufficient to assess the merit of the claimed privilege or protection, including without limitation: (i) the type of document (e.g., memorandum, e-mail, etc.); (ii) the general subject matter of the document, including whether the primary purpose of the document was to seek or provide legal advice or services; (iii) the date of the document; and (iv) such other information as would be sufficient to identify the document for purposes of a subpoena duces tecum including, where appropriate, the author of the document and his or her job title, the addressees of the document and their job titles or capacities, any other recipients shown in the document and, where not apparent, the relationship of the author, addressees, and recipients to each other.

K. All Documents and things are to be produced in compliance with the Maryland Rules and either as they are kept in the usual course of business or by organizing and labeling them to correspond with the numbered paragraphs of these Requests. If any document responsive to these Requests was maintained or kept in a file folder, binder or other storage device that was labeled (or otherwise bore any information), produce the original copy of such label (and such information) in a way that Plaintiff can determine the content of the label (or other information) on the file folder, binder or other storage device in which each such responsive document was maintained or kept.

L. With respect to any document kept in any electronic format, each such document is to be produced in .tiff and or .pdf format, with applicable load files, and shall be text- searchable and include all meta-data associated with the electronic file from which the document derives, in particular the following non-privileged captured objective field data and metadata: BEGDOC,

ENDDOC, BEGATTACH, ENDATTACH, CUSTODIAN, PARENTID, CHILDID, BATESRNG, PRPERTIES, AUTHOR, FROM, TO, CC, BCC, SUBJECT, EMAILSUBJECT, DATESENT, TIMESENT, DATECREATED, TIMECREATED, DATERCVD, TIMERCVD, FILENAME, FILEPATH, FILESIZE, APPLICATION, FOLDERID, NATIVEFILE, DOCEXTENSION, HASH, and HEADER.

M. Unless otherwise specified, the relevant period concerning these Requests for the Production of Documents is January 1, 2020 through the present.

DEFINITIONS

Notwithstanding any definition set forth below, each word, term, or phrase used in these Requests is intended to have the broadest meaning permitted under the Maryland Rules of Civil Procedure. As used herein, the following terms are to be interpreted in accordance with these definitions:

A. Capitalized terms not defined herein have the meanings ascribed to them in the Complaint.

B. The terms "all" and "any" shall be construed as "all and any."

C. The words "and" and "or" as used herein shall be construed both conjunctively and disjunctively, and each shall include the other whenever such a dual construction will serve to bring within the scope of a category any documents or information which would not otherwise be within its scope.

D. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries or otherwise) between two or more persons or entities, including, without limitation, written contact by such means as letters, memoranda, reports, computer transmission, electronic mail and attachments, telegrams, fax messages, and other correspondence, and oral contact by such means as meetings and telephone conversations.

E. "Document" means any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or written or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. A draft or non-identical copy is a separate document within the meaning of this term.

F. As used herein, the terms “concerning,” “pertaining to,” “regarding,” and “relating to” are used in their broadest sense, and mean anything that, directly or indirectly, generally or specifically, regards, relates to, refers to, concerns, contains, constitutes, contradicts, supports, evidences, embodies, comprises, reflects, mentions, identifies, states, deals with, comments on, responds to, describes, analyses, or is in any way, directly or indirectly, relevant to the subject.

G. Capitalized terms not defined herein have the meanings ascribed to them in the Amended Complaint.

H. “You,” “Your,” or “Yours” refers to Ms. Midkiff, and includes all of Your Affiliates, agents, representatives, or other persons, organizations, or others acting or purporting to act on Your behalf, or under Your control.

I. “Ms. Midkiff” refers to Kyleigh Midkiff, and includes any persons or entities acting for them or on their behalf, including but not limited to all representatives, servants, agents, employees, contractors (including sub-contractors) officers, Affiliates or subsidiaries.

J. “Mr. Hadel” refers to Blake Hadel

INTEROGITORIES

1. List the names, address, phone numbers and basis of knowledge for each person who has persona knowledge of any relevant issue in this case, including each person that you

intended to call as a witness in these proceedings. Include in your answer a description of the matters or subjects about which the individual has personal knowledge.

2. State your full name, any former names or aliases, address, and date of birth.

3. Please identify every lawsuit (civil and/or criminal) where you have been a plaintiff or defendant, identifying the nature of the lawsuit, the date of such lawsuit, the court such lawsuit was filed and adjudicated (if applicable), the disposition of such lawsuit, and whether you were incarcerated associated with such lawsuit.

4. State whether You have ever declared bankruptcy. If the answer is in the affirmative, state the date, the court having jurisdiction, and the case number.

5. Please identify all documents that you believe support any defenses you may raise in regard to this matter.

6. Identify any person who has provided you with a written statement or opinion of any kind that relates to any allegation or claim raised in the Amended Complaint, and for each person, describe the substance of such statement or opinion and the date you obtained such statement or opinion.

7. Describe each posting you or anyone acting on your behalf has made to Facebook, LinkedIn, Instagram, Twitter, or any other Internet site or web log that in any way concerns or relates to the allegation in the Amended Complaint, or the existence of this lawsuit, including in your answer the date, substance, and the site to which the posting was made.

8. Set forth all facts and identify all documents that support, refer or relate to the statements as set forth generally in the Amended Complaint, including in your answer any evidence

of your defense of truth, any other witnesses to the defense of truth, and any police reports made relating to the statements you made regarding Mr. Hadel.

9. State the full names, addresses, and telephone numbers of all persons who assisted in the preparation of, or who prepared, your responses to these interrogatories, and for each individual, please state their role in preparing the interrogatory responses and identify all documents used to prepare your responses to these interrogatories.

10. State and describe in full your entire relationship you have had with Ms. Maggio from January 2020 until the present. Please include how you met, the status of the relationship now, and the status of the relationship at the time of the postings.

11. State and describe why you posted on the "Are We Dating the Same Guy?" Facebook page.

12. State and describe all comments you have made on the "Are We Dating the Same Guy?" Facebook page.

13. State and describe in full your relationship with Mr. Hadel, if any, from January 2020 until the present. Please include how you met, the status of the relationship now, and the status of the relationship at the time of the postings.

14. State and describe where and what you based your comment that Mr. Hadel sexually assaults women.

15. State and describe why you believe Mr. Hadel is a "disguising excuse for a human being".

16. State and describe how you became in control and possession of the text messages you allege are between Mr. Hadel and Kat Norman. A full answer would include when you

became in control of them, who/how you obtained them, and why you believe they are between Mr. Hadel and Kat Norman.

17. State and describe how you obtained control and possession over what you allege is Mr. Hadel's child support receipts. Specifically, who and why they gave you the receipt.

18. State and describe what you did, if anything, to verify all 4 comments in question in this suit. Please list all documents and persons you used to verify the information and the substance of each.

19. State and describe if anyone asked you to comment on the Facebook posts regarding Mr. Hadel. If so, state why they wanted you to comment on the Facebook post.

20. State and describe, if any, your relationship with Lynnsey Fullano. Please identify how you met Lynnsey Fullano, the nature of your relationship is with her, and state with specificity the information you gained from her.

21. Identify any and all documents you produce in reference to the Discovery requests. Specifically state where they come from, how they came to be in your control and possession, the reason you have them in your possession and control, and the substance of them.

22. State and describe Mr. Hadel's relationship with Ms. Maggio that you were aware of at the times you made the comments referenced in the Amended Complaint and presently. Please include when you became aware of their relationship, who had informed you of the relationship, and what documents, if any, were given/shown to you in reference to that relationship.

23. State and describe why you denied any Requests for Admissions. Please include all reasons for the denial and identify the documents any denials are based on.

24. State and describe what information you received from accompanying Ms. Maggio to her court hearing with Mr. Hadel. Please specify the date the information was received, the documents they are based on, the substance of the information, and the case in which the information was received.

25. State and describe when you communicated directly with Mr. Hadel regarding his past instances of sexual assault, why he signed his legal rights away to his children, his child support payments, and his supposed illegal activity. Please specify the date, how it was communicated, and the substance of the communication.

26. State and describe any and all direct communications you have had with other women who think negatively about Mr. Hadel, besides Ms. Maggio. Please describe when these conversations occurred, with whom, and the substance of those communications.

27. State and describe any and all direct communications you have had with other women who think positively about Mr. Hadel. Please describe when these conversations occurred, with whom, and the substance of those communications.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Please provide all documents used in answering any and all of the Interrogatories.
2. Please provide all documents that you intend to bring as evidence during this proceeding.
3. Please provide all documents you used to verify the comments you made on the Facebook page.
4. Please provide all communications you had with Meghan Maggio that relate to any of the allegations in the Amended Complaint. Please identify when the communications took place, the purpose, and the substance of those communications.

5. Please provide all communications you have had with any other person where you discussed the 4 statements referenced in the Amended Complaint. Please identify when the communications took place, the purpose, and the substance of those conversations.
6. Please provide all communications you have had Lynnsey Fullano, if any, that relate to any of the allegations in the Amended Complaint. Please identify when the communications took place, the purpose, and the substance of those communications.
7. Please provide all communications you have had with Mr. Hadel, if any. Please identify when the communications took place, the purpose, and the substance of those communications.
8. Please provide all documents that you believe goes towards your defense of truth for all allegation within the Amended Complaint.
9. Please provide all documents that relate to other posts within the Facebook group "Are We Dating the Same Guy?" that you have posted or commented on.
10. Please provide all documents that you contend support your assertion that your statement regarding Mr. Hadel signing away his parental rights was the truth. Please describe how you came to be in control and possession of those documents, where they came from, and the purpose of you gaining control and possession of them.

REQUEST FOR ADMISSION

1. Admit/Deny: You posted all the alleged defamatory comments referenced in the First Amended Complaint.
2. Admit/Deny: You received all information you know regarding Mr. Hadel from Meghan Maggio.

3. Admit/Deny: You never spoke directly to Kat Norman before posting the comment regarding Mr. Hadel sexually assaulting multiple women.
4. Admit/Deny: You have a negative opinion of Mr. Hadel.
5. Admit/Deny: You only know and know of Mr. Hadel through Meghan Maggio.
6. Admit/Deny: You are aware Mr. Hadel took out a Protective Order out on Meghan Maggio.
7. Admit/Deny: You were aware, at the time of the posting of the alleged defamatory comments, that Mr. Hadel had a clean criminal record.
8. Admit/Deny: You have personally seen Mr. Hadel's Consent Order that terminated his parental rights to his son with Lynnsey Fullano.
9. Admit/Deny: You have personally seen Mr. Hadel's Petition to Modify Child Support and Child custody with Lynnsey Fullano regarding his son.
10. Admit/Deny: You were aware, at the time of posting the alleged defamatory comments, that both Lynnsey Fullano and Meghan Maggio were the parties to request Mr. Hadel to sign his legal rights to his children away.
11. Admit/Deny: You know of all communications and interactions Mr. Hadel has ever had with Ms. Maggio
12. Admit/Deny: You know Meghan Maggio has a negative opinion of Mr. Hadel.

Gmail **Sarah Spitalnick <sarahspitalnickesq@gmail.com>**

Hadel v. Midkiff; Discovery Responses Overdue

3 messages

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Tue, Nov 5, 2024 at 4:47 PM
To: Brad Bauhof <brad@bauhoflegal.com>
Cc: Sierra Fisher <sierra@bauhoflegal.com>

Good evening,

I had served Plaintiff, Mr. Hadel, Initial Discovery Requests to Defendant, Ms. Midkiff, on October 3, 2024. Her responses were due yesterday November 4, 2024. As of today, I have yet to receive any answers in response to the Discovery that was served.

I understand you were retained by the Defendant after Discovery was served and there could have been a miscommunication.

With that said, Defendant's Discovery Responses are overdue. Please advise when I can anticipate Defendant's complete discovery materials.

This correspondence is an effort to resolve a discovery dispute. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Thank you,
Sarah Spitalnick

--
Sarah Spitalnick Esq.
J.D. '23 I University of Baltimore School of Law
Attorney at Law
The Law Office of Sarah Spitalnick
23 Walker Ave. Suite 207
Pikesville Maryland, 21208
sarahspitalnickesq@gmail.com
(484) 332 0454

Sierra Fisher <sierra@bauhoflegal.com> Wed, Nov 6, 2024 at 1:12 PM
To: Sarah Spitalnick <sarahspitalnickesq@gmail.com>

Good Afternoon:

Our client is scheduled to meet with our office on Thursday the 7th for purposes of discovery completion. We intend to forward discovery within one week.
Can you forward the word version of the discovery requests for our client? We will forward same at such time discovery is propounded on your client.

Thank you.
[Quoted text hidden]
--
Thank you,

Sierra Fisher
W. Bradley Bauhof, LLC
8 N. Court Street
Westminster, MD 21157
(410) 876-4500

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Wed, Nov 6, 2024 at 3:57 PM
To: Sierra Fisher <sierra@bauhoflegal.com>

Good afternoon,

Thank you for your prompt response.

I have attached the Word version of the Discovery Requests to this email.

Please let me know if you have issues accessing the document.

Thank you,
Sarah Spitalnick
[Quoted text hidden]

10.05.24 Hadel, Blake Deff. Discovery Requests.docx
35K

Gmail **Sarah Spitalnick <sarahspitalnickesq@gmail.com>**

Hadel v. Midkiff; Discovery Responses Overdue

2 messages

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Fri, Nov 15, 2024 at 9:06 AM
To: Brad Bauhof <brad@bauhoflegal.com>
Cc: Sierra Fisher <sierra@bauhoflegal.com>

Good Morning,

I am following up on our conversation last week.

We spoke last week on November 6, 2024, regarding your clients discovery responses for Hadel v. Midkiff. You stated you would have the discovery responses served within 1 week. Will you be serving your clients responses by the end of day today?

Thank you,
Sarah Spitalnick

--
Sarah Spitalnick Esq.
J.D. '23 I University of Baltimore School of Law
Attorney at Law
The Law Office of Sarah Spitalnick
23 Walker Ave. Suite 207
Pikesville Maryland, 21208
sarahspitalnickesq@gmail.com
(484) 332 0454

Sierra Fisher <sierra@bauhoflegal.com> Fri, Nov 15, 2024 at 3:42 PM
To: Sarah Spitalnick <sarahspitalnickesq@gmail.com>

Hi Ms. Spitalnick:

We have a final draft to our client and are waiting on her final approval/signature. I expect by the end of the day or Monday at the latest. I apologize for the delay. Thank you for following up.
[Quoted text hidden]
--
Thank you,

Sierra Fisher
W. Bradley Bauhof, LLC
8 N. Court Street
Westminster, MD 21157
(410) 876-4500

Gmail **Sarah Spitalnick <sarahspitalnickesq@gmail.com>**

Hadel v. Midkiff Discovery

6 messages

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Thu, Dec 5, 2024 at 6:29 PM
To: Sierra Fisher <sierra@bauhoflegal.com>
Cc: Brad Bauhof <brad@bauhoflegal.com>

Good Evening,

I filed through MDEC my clients responses to the Defendants Discovery Requests.

Attached to this email is a Deficiency Letter regarding the Defendants Discovery Responses to the Plaintiffs Discovery Requests.

Please let me know if you have any questions or need anything further.

Thank you,
Sarah Spitalnick
--
Sarah Spitalnick Esq.
J.D. '23 I University of Baltimore School of Law
Attorney at Law
The Law Office of Sarah Spitalnick
23 Walker Ave. Suite 207
Pikesville Maryland, 21208
sarahspitalnickesq@gmail.com
(484) 332 0454

12.05.24 Hadel v. Midkiff Deficiency Letter.pdf
253K

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Mon, Dec 16, 2024 at 3:52 PM
To: Sierra Fisher <sierra@bauhoflegal.com>
Cc: Brad Bauhof <brad@bauhoflegal.com>

Good afternoon,

I had sent a deficiency letter on December 5, 2024, referencing deficiencies in the Defendants discovery responses and that those deficiencies were to be rectified by December 13, 2024.

It is now December 16, 2024, and I have yet to receive any response regarding the deficiency letter.

Please advise on when the deficiencies will be rectified and sent.

If no response is given as to when the deficiencies will be rectified, I will be forced to file a Motion to Compel.

Please let me know if you have any questions.

Thank you,
Sarah Spitalnick
[Quoted text hidden]

Sierra Fisher <sierra@bauhoflegal.com> Tue, Dec 17, 2024 at 8:02 PM
To: Sarah Spitalnick <sarahspitalnickesq@gmail.com>

Good evening:

We ask that you please grant an extension to December 27 to respond to the deficiencies. Thank you.

PLEASE NOTE OUR ADDRESS HAS CHANGED. WE ARE NOW LOCATED AT 22 N. COURT STREET, WESTMINSTER, MD 21157.

Thank you,

Sierra Fisher
W. Bradley Bauhof, LLC
22 N. Court Street
Westminster, MD 21157
(410) 876-4500
[Quoted text hidden]

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Wed, Dec 18, 2024 at 6:38 PM
To: Sierra Fisher <sierra@bauhoflegal.com>

Good evening,

I consent to extending the deadline to December 27, 2024.

Thank you,
Sarah Spitalnick
[Quoted text hidden]

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Mon, Dec 30, 2024 at 5:12 PM
To: Sierra Fisher <sierra@bauhoflegal.com>, Brad Bauhof <brad@bauhoflegal.com>

Good Evening,

I had served the Defendant with the Plaintiffs First Set of Discovery Requests on October 3, 2024. The Defendants responses were due November 2, 2024. After the November 2nd date passed, I contacted you requesting when her responses would be served in furtherance of resolving the discovery issue. You requested a week extension to serve the Defendants responses, which we consented to. The Defendants responses were served on November 18, 2024, which was over the one week extension.

On December 5, 2024, I sent the deficiency letter regarding the Defendants responses with a due date of December 13, 2024. I received no communication from you regarding the deficiency letter until I sent a follow up email on December 16, 2024 inquiring about the responses and in furtherance of resolving the discovery issue. On December 17, 2024, after the deficiencies were due, you requested another extension to respond by December 27, 2024, to which we consented.

It is now December 30, 2024, and I have yet to received the Defendants deficiency responses.

The Plaintiff has been more than amenable to the Defendant being late with her discovery responses and consenting to extensions to reply. The Defendant has been untimely throughout the entire discovery process up to this point with serving her answers.

With that being said, if I am not in receipt of the Defendants responses to the deficiency letter by tomorrow, December 31, 2024, I will be forced to file a Motion to Compel.

Please let me know if you have questions.

Thank you,
Sarah Spitalnick

—
Sarah Spitalnick Esq.
J.D. '23 I University of Baltimore School of Law
Attorney at Law
The Law Office of Sarah Spitalnick

23 Walker Ave. Suite 207
Pikesville Maryland, 21208
sarahspitalnickesq@gmail.com
(484) 332 0454

On Tue, Dec 17, 2024 at 8:02 PM Sierra Fisher <sierra@bauhoflegal.com> wrote:
[Quoted text hidden]

Sierra Fisher <sierra@bauhoflegal.com> Tue, Dec 31, 2024 at 8:43 AM
To: Sarah Spitalnick <sarahspitalnickesq@gmail.com>

Ms. Midkiff's deficiency responses are attached.
[Quoted text hidden]
--
[Quoted text hidden]

Midkiff, Deficiency Response 123124.pdf
90K

Exhibit 4

Gmail

Sarah Spitalnick <sarahspitalnickesq@gmail.com>

Hadel v. Midkiff Continuing Discovery Deficiencies

2 messages

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Fri, Apr 18, 2025 at 2:56 PM
To: Brad Bauhof <brad@bauhoflegal.com>, Sierra Fisher <sierra@bauhoflegal.com>

Good afternoon,

Please find attached Plaintiff's second Deficiency Letter.

Thank you,
Sarah Spitalnick

--
Sarah Spitalnick Esq.
J.D. '23 I University of Baltimore School of Law
Attorney at Law
The Law Office of Sarah Spitalnick
23 Walker Ave. Suite 207
Pikesville Maryland, 21208
sarahspitalnickesq@gmail.com
(484) 332 0454

Deficiency Letter.pdf
675K

Sarah Spitalnick <sarahspitalnickesq@gmail.com> Tue, Apr 29, 2025 at 9:10 AM
To: Brad Bauhof <brad@bauhoflegal.com>, Sierra Fisher <sierra@bauhoflegal.com>

Good Morning,

I had sent Defendant's second deficiency letter on 4/18/2025, with a response date of 04/26/2025.

It is now 04/29/2025, and I have not received a response to the deficiency letter.

Please advise on when a response will be given.

Thank you,
Sarah

[Quoted text hidden]

Exhibit 5

Gmail

Sarah Spitalnick <sarahspitalnickesq@gmail.com>

Midkiff/Hadel

1 message

Sierra Fisher <sierra@bauhoflegal.com> Mon, May 5, 2025 at 2:36 PM
To: Sarah Spitalnick <sarahspitalnickesq@gmail.com>
Cc: Brad Bauhof <brad@bauhoflegal.com>, Hannah Hansen <hannah@bauhoflegal.com>

Ms. Spitalnick:

Please see attached response to deficiency letter.

--
Thank you,

Sierra Fisher
Bauhof Legal, LLC
22 N. Court Street
Westminster, MD 21157
(410) 876-4500

Midkiff, Answer to Final Information Required.pdf
80K

Exhibit 6

Gmail

Sarah Spitalnick <sarahspitalnickesq@gmail.com>

Hadel/Midkiff

1 message

Sierra Fisher <sierra@bauhoflegal.com> Mon, May 19, 2025 at 3:30 PM
To: Sarah Spitalnick <sarahspitalnickesq@gmail.com>
Cc: Hannah Hansen <hannah@bauhoflegal.com>

Ms. Spitalnick:

Please see attached.

--
Thank you,

Sierra Fisher
Bauhof Legal, LLC
22 N. Court Street
Westminster, MD 21157
(410) 876-4500

12 attachments

IMG_3305.png
355K

IMG_3304.png
567K

IMG_3302.png
1014K

Exhibit 6

IMG_3301.png
891K

IMG_3303.png
1010K

IMG_3300.png
798K

IMG_3299.png
695K

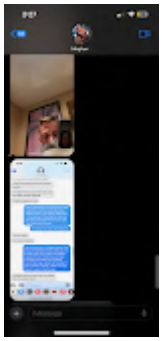


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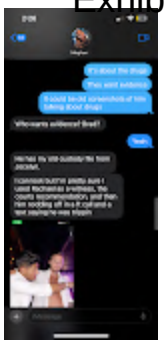
Exhibit 6



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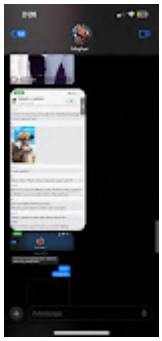
995K

IMG_3295.png
732K



IMG_3297.png
979K

Midkiff, Sup Disc Cover 051925.pdf
92K

Exhibit 7

2:26

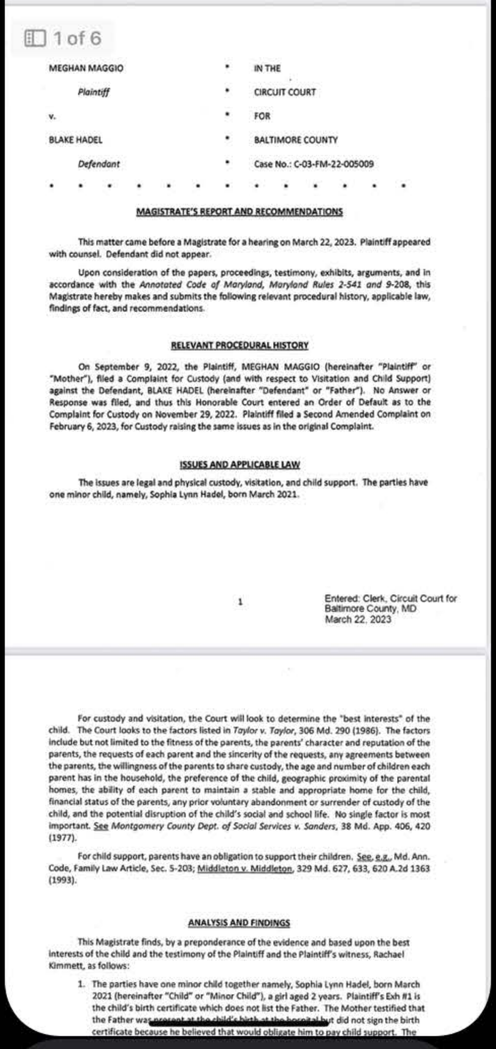
63

Meghan

Today 1:33 PM

Can you send me the evidence you sent to the court when he didn't show up to for custody

Idk if I have evidence bc the judge noted on the docket/recording of my hearing.



1 of 6

MEGHAN MAGGIO * IN THE

Plaintiff * CIRCUIT COURT

v. * FOR

BLAKE HADEL * BALTIMORE COUNTY

Defendant * Case No.: C-03-FM-22-005009

MAGISTRATE'S REPORT AND RECOMMENDATIONS

This matter came before a Magistrate for a hearing on March 22, 2023. Plaintiff appeared with counsel. Defendant did not appear.

Upon consideration of the papers, proceedings, testimony, exhibits, arguments, and in accordance with the *Annotated Code of Maryland, Maryland Rules 2-541 and 9-208*, this Magistrate hereby makes and submits the following relevant procedural history, applicable law, findings of fact, and recommendations.

RELEVANT PROCEDURAL HISTORY

On September 9, 2022, the Plaintiff, MEGHAN MAGGIO (hereinafter "Plaintiff" or "Mother"), filed a Complaint for Custody (and with respect to Visitation and Child Support) against the Defendant, BLAKE HADEL (hereinafter "Defendant" or "Father"). No Answer or Response was filed, and thus this Honorable Court entered an Order of Default as to the Complaint for Custody on November 29, 2022. Plaintiff filed a Second Amended Complaint on February 6, 2023, for Custody raising the same issues as in the original Complaint.

ISSUES AND APPLICABLE LAW

The issues are legal and physical custody, visitation, and child support. The parties have one minor child, namely, Sophia Lynn Hadel, born March 2021.

1

Entered: Clerk, Circuit Court for Baltimore County, MD March 22, 2023

For custody and visitation, the Court will look to determine the "best interests" of the child. The Court looks to the factors listed in *Taylor v. Taylor*, 306 Md. 290 (1986). The factors include but not limited to the fitness of the parents, the parents' character and reputation of the parents, the requests of each parent and the sincerity of the requests, any agreements between the parents, the willingness of the parents to share custody, the age and number of children each parent has in the household, the preference of the child, geographic proximity of the parental homes, the ability of each parent to maintain a stable and appropriate home for the child, financial status of the parents, any prior voluntary abandonment or surrender of custody of the child, and the potential disruption of the child's social and school life. No single factor is most important. See *Montgomery County Dept. of Social Services v. Sanders*, 38 Md. App. 406, 420 (1977).

For child support, parents have an obligation to support their children. See, e.g., Md. Ann. Code, Family Law Article, Sec. 5-203; Middleton v. Middleton, 329 Md. 627, 633, 620 A.2d 1363 (1993).

ANALYSIS AND FINDINGS

This Magistrate finds, by a preponderance of the evidence and based upon the best interests of the child and the testimony of the Plaintiff and the Plaintiff's witness, Rachael Kimmett, as follows:

1. The parties have one minor child together namely, Sophia Lynn Hadel, born March 2021 (hereinafter "Child" or "Minor Child"), a girl aged 2 years. Plaintiff's Exh #1 is the child's birth certificate which does not list the Father. The Mother testified that the Father was present at the child's birth at the hospital but did not sign the birth certificate because he believed that would obligate him to pay child support. The

Does this work?

It's about the drugs

iMessage

Exhibit 7

2:26

63

Meghan

It's about the drugs

They want evidence

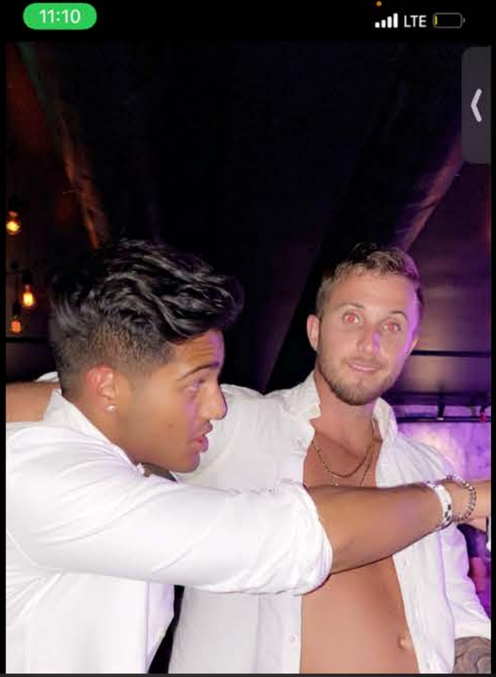
It could be old screenshots of him talking about drugs

Who wants evidence? Brad?

Yeah

He has my old custody file from Jocelyn.

I can look but I'm pretty sure I used Rachael as a witness, the courts recommendation, and then him nodding off in a ft call and a text saying he was trippin



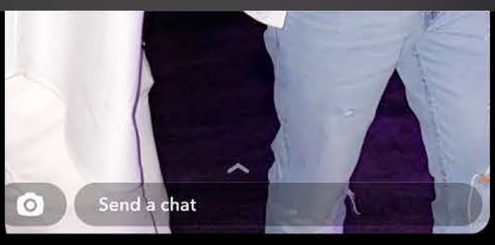
iMessage

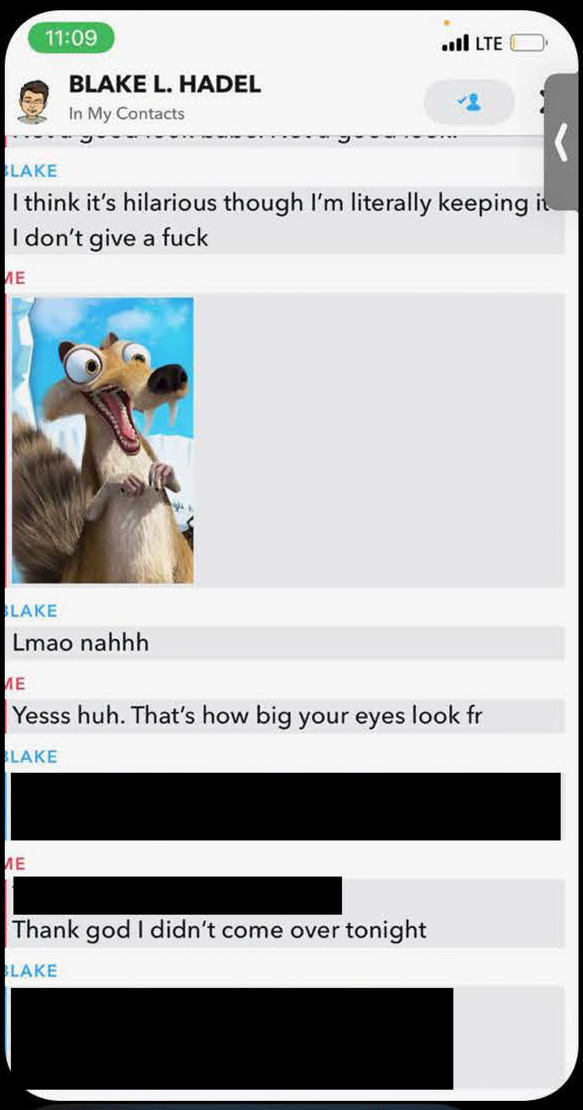
Exhibit 7

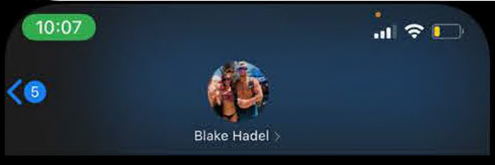
2:26

63

Meghan







Today 10:06 PM

[redacted]

What?

Are you ok?

[redacted]

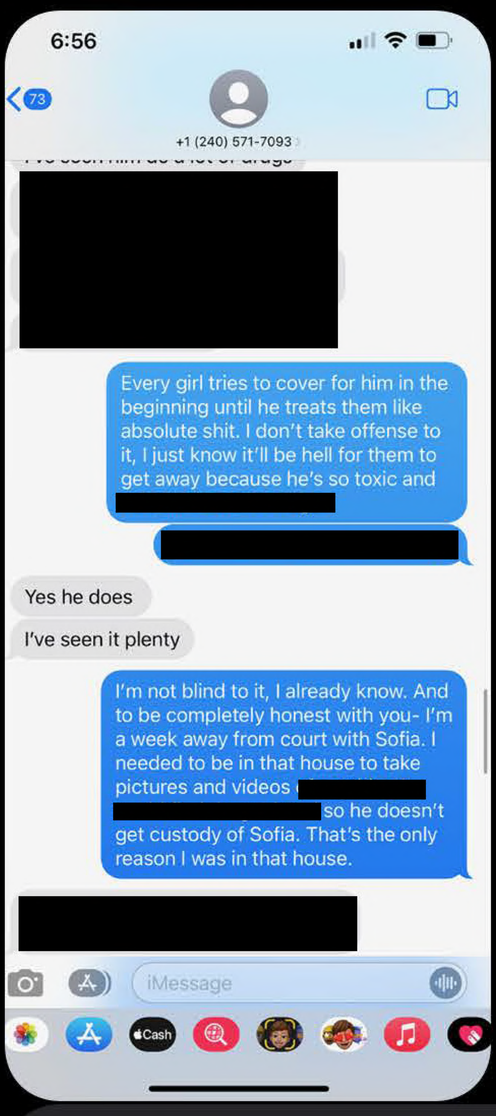
iMessage

Exhibit 7

2:27

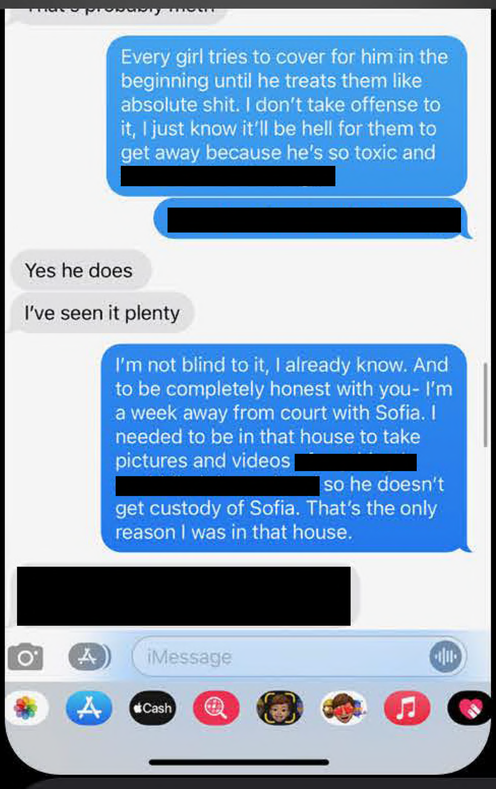
63

Meghan


6:56
73
+1 (240) 571-7093
[redacted]
Every girl tries to cover for him in the beginning until he treats them like absolute shit. I don't take offense to it, I just know it'll be hell for them to get away because he's so toxic and [redacted]
[redacted]
Yes he does
I've seen it plenty
I'm not blind to it, I already know. And to be completely honest with you- I'm a week away from court with Sofia. I needed to be in that house to take pictures and videos [redacted] so he doesn't get custody of Sofia. That's the only reason I was in that house.
[redacted]
iMessage
Cash

iMessage

Exhibit 7


Every girl tries to cover for him in the beginning until he treats them like absolute shit. I don't take offense to it, I just know it'll be hell for them to get away because he's so toxic and
[redacted]
[redacted]
Yes he does
I've seen it plenty
I'm not blind to it, I already know. And to be completely honest with you- I'm a week away from court with Sofia. I needed to be in that house to take pictures and videos [redacted] so he doesn't get custody of Sofia. That's the only reason I was in that house.
[redacted]
iMessage
Cash

This was texts between his old roommate and I

pdf

Court recommendations .pdf

PDF Document · 688 KB

Do you know the date the snap is from?

Or what year

Delivered

7/24/2022

And what was the roommates name?

E-FILED; Anne Arundel Circuit Court
Docket: 11/12/2024 11:21 PM; Submission: 11/12/2024 11:21 PM
Envelope: 18773589

ALAIN SEHEUT, 10 Bonton Court REISTERSTOWN, MD 21136 *Plaintiff*	)	IN THE CIRCUIT COURT
v.	)	FOR
PPE CASINO RESORTS MARYLAND, LLC 7002 Arundel Mills Cir Ste 7777 Hanover, MD, 21076-1280	)	ANNE ARUNDEL COUNTY CASE NO.
Defendant	)	

PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, ALAIN SEHEUT, by and through counsel, hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF THE ACTION

1. Plaintiff ALAIN SEHEUT (hereinafter "Mr. Seheut") was constructively discharged on July 22, 2024, from his employment with PPE CASINO RESORTS MARYLAND, LLC (hereinafter the "Casino" or "Defendant").

2. Defendant operates a casino that is open 24 hours a day and serves alcohol.

3. The gambling industry inherently requires special attention to security concerns due its potentially volatile customer base who are prone to intoxication and emotional stress. Whenever the public is directly engaging in gambling and drinking, there is a potential for violence, especially directed at the Casino staff.

4. Every casino, including Defendant, spares no expense to protect the financial interests of the business, including cameras to monitor cheating and theft.

5. This Casino, however, does not value the physical and emotional wellbeing

of its staff the same way that it values its money and does not adequately allocate resources to maintain the security and safety of its employees the same way that it does for its money.

6. Mr. Seheut was physically battered and assaulted, and verbally assaulted by multiple patrons over a period of over ten years while employed at the Casino.

7. Mr. Seheut attempted on multiple occasions throughout his over 10 years of employment to report the conditions of employment and to encourage the Casino to enhance security.

8. The Casino did not address Mr. Seheut's concerns, and instead retaliated against him by demoting him, assigning him to deal at tables that received less tips, and assigning him a punitive shift schedule.

9. The Casino employs many immigrants, including Mr. Seheut. Knowing that immigrants are especially vulnerable, the Casino exploits this vulnerability to its advantage.

10. Mr. Seheut seeks an award from this court for compensatory damages, punitive damages, statutory damages, emotional distress, attorneys' fees, and court costs.

PARTIES

11. Plaintiff ALAIN SEHEUT is a resident of the state of Maryland.

12. Defendant PPE CASINO RESORTS MARYLAND, LLC. is a corporation having its principal place of business in Maryland.

JURISDICTION AND VENUE

13. Jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501 and § 6-102, because the Casino's place of business is in Maryland.

14. Venue is proper pursuant to § 6-201 because the Casino's principal place of business is in Anne Arundel County.

FACTS

15. On April 1, 2013, Mr. Seheut was hired by the Casino as a dealer and worked at the Casino as a dealer until July 22, 2024.

16. During Mr. Seheut's employment at the Casino, he had a perfect record and was never subject to any discipline or reported on for any infractions.

17. There is a high turnaround rate with Casino employees, and it is highly unusual for a dealer to stay employed at the Casino for more than three years.

18. Mr. Seheut was employed for just over ten years.

19. He was popular and well-liked by many of the patrons and other employees.

20. Because of his unusually long tenure, his perfect employment record, his skill, and his experience, Mr. Seheut had senior status and was entrusted with dealing at the high limit tables, Pit 7.

21. In the first few years of his employment, Mr. Seheut was verbally and physically assaulted by patrons.

22. On several occasions, Mr. Seheut was pushed, shoved, and a violent patron almost punched Mr. Seheut.

23. Almost every shift he worked he was verbally assaulted by patrons.

24. This was a common experience and well-known among the Casino staff, including other dealers, waitresses, and bartenders.

25. Throughout his employment at the Casino, he personally witnessed multiple employees who were subject to extreme acts of physical violence and verbal abuse.

26. Employees are regularly harassed, yelled at, cursed at, and sometimes spit at and/or spit on, and even threatened by Casino patrons, who are often angry about losing money

and/or intoxicated from alcohol they had consumed at the Casino.

27. Many patrons who regularly came to the Casino threw objects in anger.

28. These acts were all captured on the Casino's security footage.

29. Though the Casino will occasionally instruct a security officer to ask a patron to leave, it is well-known and common for the Casino to allow a frequent offender to return to the Casino if that patron is a regular who often comes to gamble and provide the Casino with revenue.

30. The vast majority of the security guards that are employed by the Casino are unqualified and do not adequately respond to threats to the safety of Casino employees, including Mr. Seheut.

31. Dealers, waitresses, and bartenders sometimes respond to potentially dangerous situations involving angry and/or intoxicated patrons, even though this is not in their job description and should be addressed by security personnel. On many occasions the supervisors that were called for assistance with potentially dangerous patrons, did very little to assist the situation and even would tell Mr. Seheut that he needed to have "a thicker skin".

32. Mr. Seheut has personally on more than one occasion physically or verbally responded to angry and violent patrons, putting himself in harm's way.

33. The patrons are not deterred from bad behavior by the security guards because they know that the guards will not respond to violence unless it is extreme, and they do not fear that they will be permanently barred from the Casino for bad behavior.

34. All employees who are below management level fear for their safety on a regular basis. Many employees that verbally raise issues about safety concerns were told this is a Casino not a church, you need to have a tougher skin, and if its "that bad" go get another job.

35. The management of the Casino is well aware that the employees legitimately fear for their safety but rarely take measures to address these concerns.

36. The employees typically do not report their concerns to the management because they believe that the management is aware of the situation and fear that the only result of reporting their concerns will be retaliation.

37. The employees regularly discuss their safety concerns among themselves.

38. The employees also regularly discuss their common fear of reporting these concerns with the management and their belief that reporting the situation will only lead to retaliation by the management.

39. Over the years, employees have been injured at work, including an employee who was raped in the parking lot and an employee that was head butted.

40. The news has reported on multiple violent crimes that occurred outside the Casino in areas where Mr. Seheut and other employees must walk, sometimes late at night.

41. It is well known among the employees and the management that some of the lights and security cameras outside the Casino are inoperable and do not provide adequate security or deterrence, especially at night. Additionally, often when employees would leave the Casino there was no security presence in or around the darkened parking lot.

42. The Casino does not regularly or properly assign security guards to monitor the parking lot.

43. For the first few years of his employment, Mr. Seheut like the other employees, did not report his concerns officially in writing to the management for fear of retaliation.

44. After many years of employment, the situation became untenable. The incidents of physical abuse were common enough and serious enough that Mr. Seheut legitimately feared that he was in imminent danger of serious bodily injury.

45. Additionally, the constant fear of physical abuse, as well as the constant verbal abuse, was causing him to suffer emotional stress, depression, loss of sleep, and even physical symptoms.

46. In 2022, Mr. Seheut made his first official and written report of his concerns.

47. He suggested that the Casino implement a "customer code of conduct" that the Casino would make it a violation of Casino rules to physically or verbally assault or threaten an employee, or make derogatory remarks about the ethnic origin, race, accent, or assumed religion of any employee or other patron.

48. Mr. Seheut made suggestions for unacceptable behaviors to be included in a "code of conduct" for patrons. His supervisors developed and implemented a Code of Conduct that not did include any of his suggestions, was vague and ambiguous.

49. The Casino placated Mr. Seheut by hanging a "code of conduct" sign they created in a very small font and placing it above the security desk where when security personnel are seated or standing there, the sign is partly obscured, and very few people would stop to read it.

50. The Casino intentionally made the Code of Conduct vague and ambiguous.

51. It was not enforced by the Casino.

52. No other actions were taken by the Casino to address his concerns.

53. Mr. Seheut even heard managers mocking the "code of conduct" he requested. It was not taken seriously by anyone at the Casino.

54. After the "code of conduct" was placed on display by the Casino to placate Mr. Seheut, and the Casino continued to refuse to ensure the safety of Mr. Seheut and his fellow table game employees, Mr. Seheut made a formal complaint about the safety concerns.

55. Mr. Seheut had tried to avoid formally complaining to his supervisors for years because the Casino has a reputation for retaliating against any employee that complains about safety and security concerns.

56. Mr. Seheut made his first formal complaint about security and safety concerns in 2022.

57. Mr. Seheut's formal complaint was immediately met with aggression from the Casino.

58. The Casino took very few actions whatsoever to address his concerns.

59. Mr. Seheut continued to pursue his complaint because he knew his health would not improve and would continue to get worse if the Casino did not address his security and safety concerns.

60. Shortly after Mr. Seheut filed his complaint to his supervisors, Mr. Seheut's assigned shift schedule was drastically and negatively altered.

61. At the time of Mr. Seheut's formal complaint, he had seniority due to being employed with the Casino for over ten years and his perfect employment record.

62. Mr. Seheut was most often scheduled for shifts to work the "high rollers" tables, Pit 7. His preferred game to deal was Roulette.

63. Mr. Seheut's shift schedule was the envy of other dealers because the hours were manageable, and because he was a highly skilled dealer sought after to work at high limit tables and high limit Pit 7 where the players were somewhat more well-behaved so the danger of

physical and verbal abuse, though present, were less than the danger that exists at the tables with lower minimum bets which attract a type of customer that is more prone to anger and violence.

64. Additionally, there is a significant reputation and standing a dealer achieves when they are assigned to deal at the high roller tables/Pit 7 and Roulette. When a dealer is no longer assigned to deal at the high roller tables/Pit 7 and Roulette and reassigned to the lower value tables it is looked upon as a huge demotion. This kind of reassignment also damages the dealer's reputation because it comes with the assumption that the dealer cannot properly deal.

65. Shortly after Mr. Seheut made his complaint, his standard schedule with only two possible different start times of 8:00 p.m. to 4:00 a.m. or 10:00 p.m. to 6:00 a.m. changed at times to an erratic, difficult to manage schedule with four different start times of 5:00 p.m. to 1:00 a.m. 6:00 p.m. to 2:00 a.m., 8:00 p.m. to 4:00 a.m., 10:00 p.m. to 6:00 a.m.

66. Additionally, he began being assigned to the lower value tables, where the players would be more erratic and hostile to the dealers and would not tip generously or at all. He was also no longer assigned to deal Roulette.

67. Mr. Seheut complained to his supervisors about the retaliation.

68. His supervisors ignored his complaints and did not provide any legitimate reason for the drastic change in his work conditions that began shortly after he made a formal complaint.

69. Despite the retaliation, Mr. Seheut continued to complain about safety and security, even though he was being retaliated against and being forced to work difficult hours at lower value tables, because his health was unable to take the stress and harassment.

70. The Casino created a hostile work environment for Mr. Seheut not only through ignoring all safety and security concerns but also forcing Mr. Seheut into schedules that were difficult and punitive.

71. Mr. Seheut attempted to work through the hostility and retaliation for two years before his health was in such disarray that the only way for Mr. Seheut to regain his health was to resign.

72. Mr. Seheut attempted to do everything he could to work through the hostility and retaliation.

73. The Casino created a hostile work environment that directly led to Mr. Seheut's resignation.

74. The Casino created such a hostile work environment that it was impossible for Mr. Seheut to conduct his duties and continue his employment.

75. Mr. Seheut is an immigrant from France to the United States.

76. The overwhelming majority of employees at the Casino are also immigrants and/or other minorities racial groups.

77. Mr. Seheut's immigration status is known to the Casino not only through his employment records, but he also has a heavy and distinguishable French accent.

78. The Casino is on notice that many of the employees are immigrants and/or minorities and that these immigrants and/or minorities have a hard time gaining employment and are therefore likely to endure the conditions of employment at the Casino, more so than non-immigrants and non-minority employees.

79. There are immigrant employees that have been sponsored by the Casino, in which if they want to gain a green card they must stay employed at the Casino.

80. The Casino's policies discriminate against immigrants and minorities because the Casino understands it can exploit the vulnerabilities of immigrants and minorities.

81. The Casino's treatment of Mr. Seheut, including the hostile work environment, the lack of adequate concern for his physical safety, and the retaliation for reporting his concerns to the Casino were discriminatory based on Mr. Seheut's national origin.

82. There are white American born naturalized citizens that are employed at the Casino, that have complained about the security concerns, and although the Casino took no action, they were not retaliated against in the same way that Mr. Seheut was.

83. Further, they were not mocked in the same way that Mr. Seheut was mocked for suggesting the "code of conduct."

84. The Casino mocked Mr. Seheut because of his national origin.

85. In similarly situations, the white American born naturalized citizens were not treated in the same fashion as Mr. Seheut or the other immigrants in both treatment and retaliation of reporting concerns to management at the Casino.

86. Upon information and belief, employees there were not white, or immigrants were not subjected to the same treatment as Mr. Seheut.

87. Mr. Seheut can name these similarly situation individuals.

Causes of Action

COUNT I

Violation of Title VII of the Civil Rights Act of 1964

42 USC§ 2000e et seq.

Discrimination on the basis of national origin

88. Mr. Seheut realleges and incorporates by reference each and every allegation

contained in the foregoing paragraphs of this Complaint with the same effect as though fully set forth herein.

89. Defendant violated Title VII by discrimination against Mr. Seheut on the basis of his national origin.

90. Defendant is on notice of Mr. Seheut's national origin.

91. Mr. Seheut was targeted for mistreatment and had his safety/security concerns ignored due to his national origin.

92. It is well-known among the Casino employees that the Defendant treats immigrants different then natural born white Americans.

93. Defendant has not treated any natural born white American employees the way the Casino treated Mr. Seheut.

COUNT II

Violation of Title VII of the Civil Rights Act of 1964

42 USC§ 2000e et seq.

Retaliation

94. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as though fully set forth herein.

95. Defendant violated Title VII by retaliating against Mr. Seheut for filing a complaint against management regarding the safety and security issues at the Casino.

96. Defendant is on notice of Mr. Seheut's complaint.

97. Mr. Seheut had his shifts and positions demoted and changed directly after he filed his complaint.

98. Defendants' actions taken were retaliatory and harassing.

99. Mr. Seheut has the right to file complaints without fear of retaliation from the Defendant.

COUNT III

Maryland Common Law Tort

Wrongful Discharge

100. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as though fully set forth herein.

101. Defendant violated Maryland Common Law by harassing and retaliating against Mr. Seheut's until he untimely was forced into a constructive discharge. It is against public policy to discriminate and retaliate against an employee.

102. Defendant's actions were taken with the intent of forcing Mr. Seheut into a constructive discharge.

103. Mr. Seheut had a legal right to file complaints without fear of retaliation from the Defendant.

COUNT IV

Violation of Title VII of the Civil Rights Act of 1964

42 USC§ 2000e et seq.

Hostile Work Environment

104. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the forgoing paragraphs of this Complaint with the same effect as through fully set forth.

105. Defendant violated Title VII subjecting Mr. Seheut to discrimination, harassment, retaliation, and constructive discharge based on his national origin.

106. Mr. Seheut is a first-generation immigrant to America; he was subjected to a hostile work environment with no security or safety and retaliation based on his national origin.

107. No other native born white American that worked with Mr. Seheut was ever subjected to the same treatment as Mr. Seheut.

COUNT V

Violation of Title VII of the Civil Rights Act of 1964

42 USC§ 2000e et seq.

Hostile Work Environment Leading to Constructive Discharge

108. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the forgoing paragraphs of this Complaint with the same effect as through fully set forth.

109. Defendant violated Title VII subjecting Mr. Seheut to discrimination, harassment, retaliation, and constructive discharge based on his national origin.

110. Mr. Seheut is a first-generation immigrant to America; he was subjected to a hostile work environment with no security or safety and retaliation based solely on his national origin.

111. No other native born white American that worked with Mr. Seheut was ever subjected to the same treatment as Mr. Seheut.

112. Defendants created a hostile work environment that impeded Mr. Seheut's ability to do his job to the point where he needed to resign.

COUNT VII

Violation of Title VII of the Civil Rights Act of 1964

42 USC§ 2000e et seq.

Constructive Discharge

113. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the forgoing paragraphs of this Complaint with the same effect as through fully set forth.

114. Defendant violated Title VII subjecting Mr. Seheut to discrimination, harassment, retaliation, and constructive discharge based on his national origin.

115. Mr. Seheut is a first-generation immigrant to America; he was subjected to a hostile work environment with no security or safety and retaliation based solely on his national origin.

116. No other native born white American that worked with Mr. Seheut was ever subjected to the same treatment as Mr. Seheut.

117. Defendants created a hostile work environment that impeded Mr. Seheut's ability to do his job to the point where he needed to resign.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ALAIN SEHEUT prays that judgment be entered in his favor and against Defendants PPE CASINO RESORTS MARYLAND, LLC for compensable damages, plus interest, statutory damages, punitive damages, attorneys' fees, expert witness fees, and his costs of suit, and such other relief as this Court deems just and equitable.

WHEREFORE, Plaintiff ALAIN SEHEUT prays that the Court order Defendant to 1) cease retaliating against employees that report safety/security concerns; 2) implement internal

policies and procedures designed to ensure that employees do not run afoul of the antidiscrimination laws of the United States and; 3) cease all activities, employment practices, and internal policies that create a hostile discriminatory environment against immigrants.

DEMAND FOR JURY TRIAL

Plaintiff ALAIN SEHEUT demands a trial by jury.

Respectfully Submitted,

Sarah Spitalnick

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

Jonathan Gross Esq.
2833 Smith Ave., Suite 331
Baltimore MD, 21209
Phone: (443) 813-0141
MD Bar ID: 1912170138
jonathansgross@gmail.com
Counsel for Plaintiff

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Plaintiff

CIRCUIT COURT OF MARYLAND FOR ANNE ARUNDEL COUNTY
8 Church Circle
Annapolis, Maryland 21401

Main: 410-222-1397
Civil: 410-222-1431
Criminal: 410-222-1420
Juvenile: 410-222-1427
Trust/Adoption: 410-222-1331
TTY for Deaf: 410-222-1429
Maryland Relay Service: 711

To: SARAH SPITALNICK
23 WALKER AVENUE
SUITE 207
PIKESVILLE MD 21208

Case Number: **C-02-CV-24-002906**

ALAIN SEHEUT VS. PPE CASINO RESORTS MARYLAND LLC

ORDER TO FILE INFORMATION REPORT (CCIR)

Upon review of the file, an information report has not been filed in the above-referenced case as required by Maryland Rule 2-111(a). Until the required report is filed with the Court, the summons will not be issued and no further action will be taken in the case. Therefore, it is hereby

ORDERED that an information report[1] shall be filed as required by Maryland Rule 2-111(a) within 10 days of entry of the Order. Failure to do so may result in a dismissal without further Order of this Court.

11/13/2024
Date

Judge
Circuit Court for Anne Arundel County

[1] Please visit http://www.courts.state.md.us/courtforms/ to obtain a copy of the information report (CCIR).

E-FILED; Anne Arundel Circuit Court
Docket: 11/14/2024 9:58 AM; Submission: 11/14/2024 9:58 AM
Envelope: 18796727

IN THE CIRCUIT COURT FOR Anne Arundel County
(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

***Plaintiff*:** This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

***Defendant*:** You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER C-02-CV-24-002906 (Clerk to insert)

CASE NAME: ALAIN SEHEUT (Plaintiff) vs. PPE CASINO RESORTSMARYLAND, (Defendant)

PARTY'S NAME: PHONE:

PARTY'S ADDRESS:

PARTY'S E-MAIL:

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Sarah Spitalnick Esq PHONE: 4843320454

PARTY'S ATTORNEY'S ADDRESS: 23 Walker Ave. Suite 207 Pikesville MD 21208

PARTY'S ATTORNEY'S E-MAIL: sarahspitalnickesq@gmail.com

JURY DEMAND? ☒ Yes ☐ No

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known:

ANTICIPATED LENGTH OF TRIAL?: hours 2 days

PLEADING TYPE

New Case: ☒ Original ☐ Administrative Appeal ☐ Appeal

Existing Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (*Check one box.*)

TORTS
- ☐ Asbestos
- ☐ Assault and Battery
- ☐ Business and Commercial
- ☐ Conspiracy
- ☐ Conversion
- ☐ Defamation
- ☐ False Arrest/Imprisonment
- ☐ Fraud
- ☐ Lead Paint - DOB of Youngest Plt:
- ☐ Loss of Consortium
- ☐ Malicious Prosecution
- ☐ Malpractice-Medical
- ☐ Malpractice-Professional
- ☐ Misrepresentation
- ☐ Motor Tort
- ☐ Negligence
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability
- ☐ Specific Performance
- ☐ Toxic Tort
- ☐ Trespass
- ☐ Wrongful Death

CONTRACT
- ☐ Asbestos
- ☐ Breach
- ☐ Business and Commercial
- ☐ Confessed Judgment (Cont'd)
- ☐ Construction
- ☐ Debt
- ☐ Fraud
- ☐ Government
- ☐ Insurance
- ☐ Product Liability

PROPERTY
- ☐ Adverse Possession
- ☐ Breach of Lease
- ☐ Detinue
- ☐ Distress/Distrain
- ☐ Ejectment
- ☐ Forcible Entry/Detainer
- ☐ Foreclosure
  - ☐ Commercial
  - ☐ Residential
  - ☐ Currency or Vehicle
  - ☐ Deed of Trust
  - ☐ Land Installments
  - ☐ Lien
  - ☐ Mortgage
  - ☐ Right of Redemption
  - ☐ Statement Condo
- ☐ Forfeiture of Property / Personal Item
- ☐ Fraudulent Conveyance
- ☐ Landlord-Tenant
- ☐ Lis Pendens
- ☐ Mechanic's Lien
- ☐ Ownership
- ☐ Partition/Sale in Lieu
- ☐ Quiet Title
- ☐ Rent Escrow
- ☐ Return of Seized Property
- ☐ Right of Redemption
- ☐ Tenant Holding Over

PUBLIC LAW
- ☐ Attorney Grievance
- ☐ Bond Forfeiture Remission
- ☐ Civil Rights
- ☐ County/Mncpl Code/Ord
- ☐ Election Law
- ☐ Eminent Domain/Condemn.
- ☐ Environment
- ☐ Error Coram Nobis
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Prisoner Rights
- ☐ Public Info. Act Records
- ☐ Quarantine/Isolation
- ☐ Writ of Certiorari

EMPLOYMENT
- ☐ ADA
- ☐ Conspiracy
- ☒ EEO/HR
- ☐ FLSA
- ☐ FMLA
- ☐ Workers' Compensation
- ☒ Wrongful Termination

INDEPENDENT PROCEEDINGS
- ☐ Assumption of Jurisdiction
- ☐ Authorized Sale
- ☐ Attorney Appointment
- ☐ Body Attachment Issuance
- ☐ Commission Issuance
- ☐ Constructive Trust
- ☐ Contempt
- ☐ Deposition Notice
- ☐ Dist Ct Mtn Appeal
- ☐ Financial
- ☐ Grand Jury/Petit Jury
- ☐ Miscellaneous
- ☐ Perpetuate Testimony/Evidence
- ☐ Prod. of Documents Req.
- ☐ Receivership
- ☐ Sentence Transfer
- ☐ Set Aside Deed
- ☐ Special Adm. - Atty
- ☐ Subpoena Issue/Quash
- ☐ Trust Established
- ☐ Trustee Substitution/Removal
- ☐ Witness Appearance-Compel

PEACE ORDER
- ☐ Peace Order

EQUITY
- ☐ Declaratory Judgment
- ☐ Equitable Relief
- ☐ Injunctive Relief
- ☐ Mandamus

OTHER
- ☐ Accounting
- ☐ Friendly Suit
- ☐ Grantor in Possession
- ☐ Maryland Insurance Administration
- ☐ Miscellaneous
- ☐ Specific Transaction
- ☐ Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- ❒ Abatement
- ❒ Administrative Action
- ❒ Appointment of Receiver
- ❒ Arbitration
- ❒ Asset Determination
- ❒ Attachment b/f Judgment
- ❒ Cease & Desist Order
- ❒ Condemn Bldg
- ❒ Contempt
- ☒ Court Costs/Fees
- ☒ Damages-Compensatory
- ☒ Damages-Punitive
- ❒ Earnings Withholding
- ❒ Enrollment
- ❒ Expungement
- ❒ Findings of Fact
- ❒ Foreclosure
- ☒ Injunction
- ❒ Judgment-Affidavit
- ❒ Judgment-Attorney Fees
- ❒ Judgment-Confessed
- ❒ Judgment-Consent
- ❒ Judgment-Declaratory
- ❒ Judgment-Default
- ❒ Judgment-Interest
- ❒ Judgment-Summary
- ❒ Liability
- ❒ Oral Examination
- ❒ Order
- ❒ Ownership of Property
- ❒ Partition of Property
- ❒ Peace Order
- ❒ Possession
- ❒ Production of Records
- ❒ Quarantine/Isolation Order
- ❒ Reinstatement of Employment
- ❒ Return of Property
- ❒ Sale of Property
- ❒ Specific Performance
- ❒ Writ-Error Coram Nobis
- ❒ Writ-Execution
- ❒ Writ-Garnish Property
- ❒ Writ-Garnish Wages
- ❒ Writ-Habeas Corpus
- ❒ Writ-Mandamus
- ❒ Writ-Possession

*If you indicated **Liability** above*, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

❒Liability is conceded. ❒Liability is not conceded, but is not seriously in dispute. ❒Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

❒ Under $10,000 ❒ $10,000 - $30,000 ❒ $30,000 - $100,000 ☒ Over $100,000

❒ Medical Bills $_____ ❒ Wage Loss $_____ ❒ Property Damages $_____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ❒Yes ❒No
B. Arbitration ❒Yes ❒No
C. Settlement Conference ☒Yes ❒No
D. Neutral Evaluation ❒Yes ❒No

SPECIAL REQUIREMENTS

❒ If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**

❒ If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

(Case will be tracked accordingly)

- ❒ 1/2 day of trial or less
- ❒ 1 day of trial time
- ☒ 2 days of trial time
- ❒ 3 days of trial time
- ❒ More than 3 days of trial time

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

***For all jurisdictions**, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.*

❒ **Expedited**- Trial within 7 months of Defendant's response

❒ **Standard** - Trial within 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED

COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)

FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.

❒ **Expedited** - Trial within 7 months of Defendant's response

❒ **Standard** - Trial within 18 months of Defendant's response

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

❒	Expedited	Trial 60 to 120 days from notice. Non-jury matters.
❒	Civil-Short	Trial 210 days from first answer.
❒	Civil-Standard	Trial 360 days from first answer.
❒	Custom	Scheduling order entered by individual judge.
❒	Asbestos	Special scheduling order.
❒	Lead Paint	Fill in: Birth Date of youngest plaintiff _____ .
❒	Tax Sale Foreclosures	Special scheduling order.
❒	Mortgage Foreclosures	No scheduling order.

CIRCUIT COURT FOR BALTIMORE COUNTY

❒ Expedited (Trial Date-90 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
❒ Standard (Trial Date-240 days)	Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
❒ Extended Standard (Trial Date-345 days)	Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of $100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
❒ Complex (Trial Date-450 days)	Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

11/13/2024
Date

Sarah Spitalnick
Signature of Counsel / Party

23 Walker Ave Suite 207
Address

Sarah Spitalnick
Printed Name

Pikesville | MD | 21208
City | State | Zip Code

202001845006

UNIFORM CRIMINAL CITATION
State of Maryland vs.

Defendant's (Last) Name	First	Middle
Miller	Mylissa	Nicole

Current Address in Full: 374 Ellsworth Place

City	County	State	Zip Code
Joppa	Harford	MD	21085

DOB	Height	Weight	Sex	Race	Ethnicity	Hair	Eyes
3/20/86	502	147	F	W	Not-His	Brn	Brn

Related Citations: Telephone No. Day: Night:

Arrest Number (if applicable) 25MSP0048803 ☐ Check if Fingerprinted

It is formally charged that the above named person on Feb 15, 2025 (Year)

at 1330 ☒ P.M. at 1002 Joppa Farm Rd. (Location) Harford City/County, Maryland did

on or about did steal property of Redner's having a value of at least $100 but less than $1,500, in violation of CR 7-104 of the annotated Code of Maryland.

In violation of: ☒ Md. Ann. Code ☐ COMAR/Agency Code ☐ Common Law of Md. ☐ Ordinance ☐ Public Local Law

against the peace, government, and dignity of the State:

Document/Article CR 7-104 Section CJIS Code 4-1137

Penalty: $500 - 6 months

TO ANSWER THE ABOVE CHARGE LODGED AGAINST YOU:

YOU ARE HEREBY SUMMONED AND COMMANDED TO APPEAR FOR TRIAL IN THE DISTRICT COURT OF MARYLAND FOR Harford (CITY/COUNTY) LOCATED AT 2 S. Bond St. Bel Air, MD 21014 MARYLAND,

☐ ON _____ Date AT _____.

☒ WHEN REQUIRED BY THE COURT.

YOUR FAILURE TO OBEY THIS CITATION MAY RESULT IN THE ISSUANCE OF A WARRANT FOR YOUR ARREST.

To request a foreign language interpreter or a reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately.

I sign my name as a receipt of a copy of this citation and not as an admission of guilt. I hereby submit to the jurisdiction of the Court.

X Defendant's Signature

I solemnly affirm under the penalties of perjury that the contents of the foregoing citation are true to the best of my knowledge, information, and belief.

Issuing Peace Officer's Signature 2/17/25 (Date) MSP (Agency) 90-53 (Sub-Agency) 6757 (ID No.)

DC-CR-045 (Rev. 12/2018)

Print Date 05-2020

COURT COPY

E-FILED; Harford District Court
Docket: 4/9/2025 12:49 PM; Submission: 4/9/2025 12:49 PM
Envelope: 20718670

STATE OF MARYLAND,	)	IN THE
Plaintiff	)	DISTRICT COURT
v.	)	FOR
MALISSA N. MILLER,	)	HARFORD COUNTY Case
Defendant	)	No: D-09-CR-25-060055

LINE OF APPEARANCE

Please enter the appearance of Sarah Spitalnick Esq. as counsel for the Defendant in the above captioned matter.

Respectfully Submitted,

/s/Sarah Spitalnick
Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
CPF: 23112901
sarahspitalnickesq@gmail.com
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day April 2025, a true and correct copy of the foregoing Line was filed via MDEC .

/s/ Sarah Spitalnick

Sarah Spitalnick Esq.
Counsel for Defendant

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

E-FILED; Anne Arundel Circuit Court
Docket: 5/21/2025 12:48 PM; Submission: 5/21/2025 12:48 PM
Envelope: 21298323

ALAIN SEHEUT,	)	IN THE
	)	
Plaintiff	)	CIRCUIT COURT
	)	
v.	)	FOR
	)	
PPE CASINO RESORTS MARYLAND, LLC	)	ANNE ARUNDEL COUNTY
	)	
	)	
Defendant	)	Case No: C-02-CV-25-001534

PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, ALAIN SEHEUT, by and through counsel, hereby brings forth this action and states as follows:

INTRODUCTION AND NATURE OF THE ACTION

1. Plaintiff ALAIN SEHEUT (hereinafter "Mr. Seheut") was constructively discharged on July 22, 2024, from his employment with PPE CASINO RESORTS MARYLAND, LLC (hereinafter the "Casino" or "Defendant").

2. Defendant operates a casino that is open 24 hours a day and serves alcohol.

3. The gambling industry inherently requires special attention to security concerns due to its potentially volatile customer base who are prone to intoxication and emotional stress. Whenever the public is directly engaging in gambling and drinking, there is a potential for violence, especially directed at the Casino staff.

4. Every casino, including Defendant, spares no expense to protect the financial interests of the business, including cameras to monitor cheating and theft.

5. This Casino, however, prioritizes its financial interests over the physical and emotional well-being of its staff, failing to allocate sufficient resources to ensure their security and safety.

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

6. Mr. Seheut was physically battered and assaulted, and verbally assaulted by multiple patrons over a period of over ten years while employed at the Casino.

7. Throughout Mr. Seheut's decade-long tenure at the Casino, Mr. Seheut made numerous attempts to report the unsafe and hostile working conditions and requested the Casino to improve its security measures.

8. The Casino ignored Mr. Seheut's concerns and instead retaliated by demoting him, assigning him to lower-tipping tables, and assigning him to a punitive shift schedule.

9. The Casino employs many immigrants, including Mr. Seheut. Knowing that immigrants are especially vulnerable, the Casino exploits this vulnerability to its advantage

10. Mr. Seheut seeks an award from this court for compensatory damages, punitive damages, statutory damages, emotional distress, attorneys' fees, and court costs.

PARTIES

11. Plaintiff ALAIN SEHEUT is a resident of the state of Maryland.

12. Defendant PPE CASINO RESORTS MARYLAND, LLC. is a corporation having its principal place of business in Maryland.

JURISDICTION AND VENUE

13. Jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501 and § 6-102, because the Casino's place of business is in Maryland.

14. Venue is proper pursuant to § 6-201 because the Casino's principal place of business is in Anne Arundel County.

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FACTS

15. On April 1, 2013, Mr. Seheut was hired by the Casino as a dealer and worked at the Casino as a dealer until July 22, 2024.

16. During Mr. Seheut's employment at the Casino, he had a perfect record and was never subject to any discipline or reported on for any infractions.

17. The Casino experiences a high employee turnover rate, making it highly unusal for a dealer to remain employed there for more than three years.

18. Mr. Seheut was employed for just over ten years.

19. He was popular and well-liked by many of the patrons and other employees.

20. Due to his unusually long tenure, perfect employment record, expertise, skill, and experience, Mr. Seheut attained senior status and was trusted to deal at high-limit tables, Pit 7, and Roulette.

21. In the first few years of his employment, Mr. Seheut was verbally and physically assaulted by patrons.

22. On multiple occasions, Mr. Seheut was pushed, shoved, and narrowly avoided being punched by a violent patron.

23. During almost every shift Mr. Seheut worked, he was verbally assaulted by patrons.

24. This was a frequent and common experience for most if not all dealers and it was well-known and widely recognized by Casino staff, including other dealers, waitresses, and bartenders.

25. Throughout his employment at the Casino, he personally witnessed numerous

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employees who were subjected to extreme acts of physical violence and verbal abuse.

26. Employees are regularly harassed, yelled at, cursed at, and sometimes spit at and/or spit on, and even threatened by Casino patrons, who are often angry about losing money and/or intoxicated from alcohol they had consumed at the Casino.

27. Many patrons who regularly came to the Casino threw objects in anger.

28. These acts were all captured on the Casino's security footage.

29. Though the Casino will occasionally instruct a security officer to ask a patron to leave, it is well-known and common for the Casino to allow a frequent offender to return to the Casino if that patron is a regular who often comes to gamble and provide the Casino with revenue.

30. The vast majority of the security guards that are employed by the Casino are unqualified and do not adequately respond to threats to the safety of Casino employees, including Mr. Seheut.

31. Dealers, waitresses, and bartenders are occasionally forced to handle potentially dangerous situations involving angry or intoxicated patrons, despite these responsibilities falling outside their job description and being the duty of security personnel. Supervisors, when called for help in such situations, often provided minimal assistance and even dismissed concerns by telling Mr. Seheut that he needed to develop a "thicker skin."

32. On multiple occasions, Mr. Seheut has physically or verbally intervened in confrontations with angry and violent patrons, thereby placing himself in harm's way.

33. Patrons are not discouraged from engaging in bad behavior, as they are aware that security guards will only respond to violence in extreme cases and that there is little risk of being permanently barred from the Casino for their misconduct.

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

34. Employees below management level regularly fear for their safety. Those who voice concerns about safety are often brushed aside with comments such as, 'This is a Casino, not a church,' 'You need to have tougher skin,' or 'If it's that bad, find another job.

35. The management of the Casino is well aware that the employees legitimately fear for their safety but rarely take measures to address these concerns.

36. Employees typically refrain from reporting their concerns to management, as they believe management is already aware of the situation and fear that speaking up will result only in retaliation.

37. The employees regularly discuss their safety concerns among themselves.

38. Employees frequently discuss their shared fear of reporting these concerns to management, as well as their belief that doing so will only result in retaliation from management.

39. Over the years, employees have been injured at work, including an employee who was raped in the parking lot and an employee that was head butted.

40. The news has reported on multiple violent crimes that occurred outside the Casino in areas where Mr. Seheut and other employees must walk, sometimes late at night.

41. Both employees and management are aware that several outdoor lights and security cameras around the Casino are inoperable, failing to provide sufficient security or deterrence, particularly during nighttime. Further, employees often had to leave the Casino without the presence of security personnel in or near the poorly lit parking lot.

42. The Casino failed to consistently or adequately assign security guards to monitor the parking lot.

43. During the initial years of his employment, Mr. Seheut like the other employees, did not report his concerns officially in writing to the management for fear of retaliation.

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

44. After many years of employment, the situation became intolerable. The frequent and severe incidents of physical and verbal abuse led Mr. Seheut to legitimately fear for his safety, believing that he was in imminent danger of serious bodily harm

45. Additionally, the persistent fear of physical abuse, coupled with ongoing verbal abuse, caused him significant emotional distress. He experienced depression, insomnia, and even physical symptoms as a result.

46. In 2022, Mr. Seheut formally documented his concerns for the first time by submitting an official, written report to Management/Human Resources.

47. He proposed that the Casino establish a 'customer code of conduct,' making it a violation of Casino rules to physically or verbally assault or threaten employees, or to make derogatory remarks about the ethnic origin, race, accent, or assumed religion of any employee or patron. He also recommended that the formal Code of Conduct be displayed at every gaming table in clear view of the patrons.

48. Mr. Seheut made suggestions for unacceptable behaviors to be included in a "code of conduct" for patrons. His supervisors developed and implemented a Code of Conduct that excluded his suggestions, was vague and ambiguous. He suggested that a formal Code of Conduct be placed at every gaming table.

49. The Casino attempted to placate Mr. Seheut by hanging a 'code of conduct' sign in very small font above the security desk. When security personnel are seated or standing there, the sign is partially obscured, making it unlikely that many people would stop to read it.

50. The Casino intentionally made the Code of Conduct vague and ambiguous.

51. The Code of Conduct was not enforced by the Casino.

52. No other actions were taken by the Casino to address Mr. Seheut's concerns.

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53. Mr. Seheut overheard managers mocking the “code of conduct” he had requested. It was not taken seriously by anyone at the Casino.

54. After the Casino displayed the 'code of conduct' to placate Mr. Seheut, they continued to neglect the safety of Mr. Seheut and his fellow table game employees. Consequently, Mr. Seheut filed a formal complaint regarding the ongoing safety concerns.

55. Mr. Seheut had tried to avoid formally complaining to his supervisors for years because the Casino has a reputation for retaliating against any employee that complains about safety and security concerns.

56. Mr. Seheut made his first formal complaint about security and safety concerns in 2022.

57. Mr. Seheut’s formal complaint was immediately met with aggression from the Casino..

58. The Casino took minimal action to address his concerns.

59. Mr. Seheut persisted with his complaint, aware that his health would deteriorate further if the Casino did not address his security and safety concerns

60. Shortly after Mr. Seheut filed his complaint with his supervisors, his assigned shift schedule was drastically and adversely altered.

61. At the time of Mr. Seheut’s formal complaint, he had seniority due to being employed with the Casino for over ten years and his perfect employment record.

62. Mr. Seheut was most often scheduled to work his shifts at the 'high rollers' tables, including Pit 7 and Roulette. His preferred game to deal was Roulette.

63. Mr. Seheut's shift schedule was envied by other dealers due to its manageable hours and as a highly skilled dealer, he was often assigned to high-limit tables, including Pit 7

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

and one of the most difficult game to deal, Roulette. Pit 7 in particular attracted more well-behaved players, reducing the risk of physical and verbal abuse compared to tables with lower minimum bets, which tended to attract more volatile customers, prone to anger violence.

64. Additionally, there is a significant reputation and standing a dealer achieves when they are assigned to deal at the high roller tables/Pit 7 and Roulette. When a dealer is no longer assigned to deal at the high roller tables/Pit 7 and Roulette and are reassigned to the lower value tables it is looked upon as a major demotion. This kind of reassignment also damages the dealer's reputation because it comes with the assumption that the dealer cannot deal properly.

65. Shortly after Mr. Seheut made his complaint, his standard schedule with only two possible different start times of 8:00 p.m. to 4:00 a.m. or 10:00 p.m. to 6:00 a.m. changed at times to an erratic, difficult to manage schedule with four different start times of 5:00 p.m. to 1:00 a.m. 6:00 p.m. to 2:00 a.m., 8:00 p.m. to 4:00 a.m., 10:00 p.m. to 6:00 a.m.

66. Additionally, he was reassigned to lower value tables, where players were more erratic and hostile towards dealers, often tipping poorly or not at all. He was also no longer assigned to deal Roulette.

67. Mr. Seheut complained to his supervisors about the retaliation.

68. His supervisors disregarded his complaints and failed to provide any legitimate reason for the drastic change in his work conditions that occurred shortly after he filed a formal complaint.

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

69. Despite the retaliation, Mr. Seheut persisted in raising safety and security concerns. He continued to complain even though he was being retaliated against he was being forced to work difficult hours at lower value tables, because his health could not withstand the stress and harassment

70. The Casino created a hostile work environment for Mr. Seheut not only through ignoring all safety and security concerns but also by forcing Mr. Seheut into schedules that were difficult and punitive.

71. Mr. Seheut made every effort to work through the hostility and retaliation for two years before his health deteriorated to the point where resigning was the only way to recover.

72. Mr. Seheut made every effort to work through the hostility and retaliation.

73. The Casino created a hostile work environment that directly led to Mr. Seheut's resignation.

74. The Casino created such a hostile work environment that it was impossible for Mr. Seheut to conduct his duties and continue his employment.

75. Mr. Seheut is an immigrant from France to the United States.

76. The overwhelming majority of employees at the Casino are also immigrants and/or other minorities and racial groups.

77. Mr. Seheut's immigration status is known to the Casino not only through his employment records, but also due to his heavy and distinguishable French accent.

78. The Casino is on notice that many of the employees are immigrants and/or minorities and that these immigrants and/or minorities have a hard time gaining employment and are therefore likely to endure the conditions of employment at the Casino, more so than non-

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immigrants and non-minority employees.

79. There are immigrant employees that have been sponsored by the Casino, in which if they want to gain a green card they must stay employed at the Casino.

80. Some immigrant employees have been sponsored by the Casino, requiring them to remain employed there to obtain a green card

81. The Casino's policies discriminate against immigrants and minorities because the Casino knows that it can exploit the vulnerabilities of immigrants and minorities.

82. The Casino's treatment of Mr. Seheut, including the hostile work environment, the lack of adequate concern for his physical safety, and the retaliation for reporting his concerns to the Casino were discriminatory based on Mr. Seheut's national origin.

83. There are white American born naturalized citizens employed at the Casino, that have complained about the security concerns. Although the Casino took no action, they were not retaliated against in the same way that Mr. Seheut was.

84. Further, they were not subjected to the same mockery that Mr. Seheut faced for proposing the code of conduct.

85. The Casino mocked Mr. Seheut because of his national origin.

86. In similar situations, the white American born naturalized citizens were not treated in the same fashion as Mr. Seheut or the other immigrants in both treatment and retaliation of reporting concerns to management at the Casino.

87. Upon information and belief, non-white employees and immigrants were not subjected to the same treatment as Mr. Seheut.

88. Mr. Seheut can name these similarly situated individuals.

Causes of Action

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

COUNT I

Maryland Fair Employment Practices Act (FEPA)

Md. Code Ann., State Gov't §§ 20-601 to 20-611

Discrimination on the basis of national origin

89. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as though fully set forth herein.

90. Defendant violated Maryland law by discriminating against Mr. Seheut on the basis of his national origin.

91. Mr. Seheut is a first-generation immigrant to America.

92. Defendant is on notice of Mr. Seheut's national origin.

93. Mr. Seheut was targeted for mistreatment and had his safety/security concerns ignored due to his national origin.

94. It is well-known among the Casino employees that the Defendant is known to treat immigrants differently than natural born Americans.

95. Defendant has not treated any natural born American employee the way the Casino treated Mr. Seheut.

COUNT II

Maryland Fair Employment Practices Act (FEPA)

Md. Code Ann., State Gov't §§ 20-601 to 20-611

Retaliation

96. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as though fully set

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

forth herein.

97. Defendant violated Maryland law by retaliating against Mr. Seheut for filing a complaint against management regarding the safety and security issues at the Casino.

98. Defendant is on notice of Mr. Seheut's complaint.

99. Mr. Seheut had his shifts and positions demoted and changed shortly after he filed his complaint.

100. Defendants' actions taken were retaliatory and harassing.

101. Mr. Seheut has the right to file complaints without fear of retaliation from the Defendant.

COUNT III

Maryland Common Law Tort

Wrongful Termination

102. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs of this Complaint with the same effect as though fully set forth herein.

103. Defendant constructively terminated Plaintiff by creating a hostile work environment after Mr. Seheut filed complaints regarding his safety and security at work leaving Mr. Seheut with no choice but to resign.

104. Federal law provides a clear and specific public policy against employer retaliation for complaints about workplace safety. Specifically, Occupational Safety and Health Act (OSHA) – 29 U.S.C. § 660 protects employees who raise workplace safety concerns internally to their employers, even if they never file a formal complaint with OSHA.

105. After Mr. Seheut made his complaints regarding workplace safety, Mr. Seheut

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

had his shifts and positions demoted and changed shortly after he filed his complaint.

106. Defendant's actions taken were retaliatory and harassing and created a hostile work environment.

107. Mr. Seheut has the right to file complaints without fear of retaliation from the Defendant.

108. The retaliation created a hostile work environment that impeded Mr. Seheut's ability to do his job to the point where he was forced to resign.

COUNT IV

Maryland Fair Employment Practices Act (FEPA)

Md. Code Ann., State Gov't §§ 20-601 to 20-611

Hostile Work Environment

109. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the forgoing paragraphs of this Complaint with the same effect as through fully set forth.

110. Defendant violated Maryland law by subjecting Mr. Seheut to discrimination, harassment, retaliation, and constructive discharge based on his national origin.

111. Mr. Seheut is a first-generation immigrant to America. He was subjected to a hostile work environment with no security or safety and retaliation based on his national origin.

112. No other native born American that worked with Mr. Seheut was ever subjected to the same treatment as Mr. Seheut.

113. The discrimination Mr. Seheut faced was so severe and pervasive that it impaired his ability to perform his job duties.

COUNT V

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

Maryland Fair Employment Practices Act (FEPA)

Md. Code Ann., State Gov't §§ 20-601 to 20-611

Hostile Work Environment Leading to Constructive Discharge

114. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the forgoing paragraphs of this Complaint with the same effect as through fully set forth.

115. Defendant violated Maryland law by subjecting Mr. Seheut to discrimination, harassment, retaliation, and constructive discharge based on his national origin.

116. Mr. Seheut is a first-generation immigrant to America; he was subjected to a hostile work environment that was severe and pervasive with no security or safety and retaliation based solely on his national origin.

117. No other native born American that worked with Mr. Seheut was ever subjected to the same treatment as Mr. Seheut.

118. Defendants created a hostile work environment that was severe and pervasive and that impeded Mr. Seheut's ability to do his job to the point where he needed to resign.

COUNT VII

Maryland Fair Employment Practices Act (FEPA)

Md. Code Ann., State Gov't §§ 20-601 to 20-611

Constructive Discharge

119. Mr. Seheut realleges and incorporates by reference each and every allegation contained in the forgoing paragraphs of this Complaint with the same effect as through fully set forth.

120. Defendant violated Maryland law by subjecting Mr. Seheut to discrimination,

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

harassment, retaliation, and constructive discharge based on his national origin.

121. Mr. Seheut is a first-generation immigrant to America. He was subjected to a hostile work environment with no security or safety and retaliation based solely on his national origin.

122. No other native born American that worked with Mr. Seheut was ever subjected to the same treatment as Mr. Seheut.

123. Defendants created a hostile work environment that impeded Mr. Seheut's ability to do his job to the point where he needed to resign.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ALAIN SEHEUT prays that judgment be entered in his favor and against Defendants PPE CASINO RESORTS MARYLAND, LLC for compensable damages, plus interest, statutory damages, punitive damages, attorneys' fees, expert witness fees, and his costs of suit, and such other relief as this Court deems just and equitable.

WHEREFORE, Plaintiff ALAIN SEHEUT prays that the Court order Defendant to 1) cease retaliating against employees that report safety/security concerns; 2) implement internal policies and procedures designed to ensure that employees do not run afoul of the antidiscrimination laws of the United States and; 3) cease all activities, employment practices, and internal policies that create a hostile discriminatory environment against immigrants.

DEMAND FOR JURY TRIAL

Plaintiff ALAIN SEHEUT demands a trial by jury.

Docusign Envelope ID: 4C84974A-453A-49D1-B534-32E8C284ECAD

VERIFICATION

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that content of the foregoing petition are true and accurate based on my personal knowledge, information, and belief.

Signed by:
Alain Seheut
48A07F0D40F5461...
ALAIN SEHEUT

Respectfully Submitted,

DocuSigned by:
Sarah Spitalnick
461F8028CF9E4B0...

Sarah Spitalnick Esq.
23 Walker Ave., Suite 207
Pikesville, MD 21208
Phone: (484) 332-0454
MD Bar ID: 23112901
sarahspitalnickesq@gmail.com

MARYLAND RULE 20-201 CERTIFICATION

I HEREBY CERTIFY that this submission does not contain any restricted information. Or if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to subsection (f)(2) of the above-referenced rule.

DocuSigned by:
Sarah Spitalnick
461F8028CF9E4B0...

Sarah Spitalnick Esq.
Counsel for Plaintiff

CIRCUIT COURT OF MARYLAND FOR
ANNE ARUNDEL COUNTY
8 Church Circle
Annapolis, Maryland 21401

Main: 410-222-1397
Civil: 410-222-1431
Criminal: 410-222-1420
Juvenile: 410-222-1427
Trust/Adoption: 410-222-1331
TTY for Deaf: 410-222-1429
Maryland Relay Service: 711

To: ALAIN SEHEUT
10 BONTON COURT
REISTERSTOWN MD 21202

Case Number: C-02-CV-25-001534

ALAIN SEHEUT VS. PPE CASINO RESORTS MARYLAND LLC

05/22/2025/NS

ORDER TO FILE INFORMATION REPORT (CCIR)

Upon review of the file, an information report has not been filed in the above-referenced case as required by Maryland Rule 2-111(a). Until the required report is filed with the Court, the summons will not be issued and no further action will be taken in the case. Therefore, it is hereby

ORDERED that an information report[1] shall be filed as required by Maryland Rule 2-111(a) within 10 days of entry of the Order. Failure to do so may result in a dismissal without further Order of this Court.

5/22/2025
Date

Judge
Circuit Court for Anne Arundel County

[1] Please visit http://www.courts.state.md.us/courtforms/ to obtain a copy of the information report (CCIR).